

Performance Work Statement
for
United States Army - Project Manager Mission Command (PM MC),
Aberdeen Proving Ground (APG), MD
Global Fielding Services

General Services Administration (GSA)
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Contractor: TBD

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PWS Change Table

Rev. #	Date	Description	Mod #
		1.	

1.0 Scope

This Performance Work Statement (PWS) delineates the requirements for Project Manager Mission Command (PM MC) Product Distribution Support services, provided to the Warfighter worldwide, exercise, and contingency mission operations. Services include fielding, installation, training, logistical support, and Tech Support for PM MC Systems and other Program Executive Office Command Control Communications- Tactical (PEO C3T) related systems.

1.1 General

This document sets forth the tasks the Contractor shall perform to provide fielding, installation, training, logistical support, and Tech Support for the PM Mission Command Systems/applications (as depicted in the below table) and may expand to include other PEO C3T managed systems. These products are categorized in three major areas: Fires, Command Posts, and Platforms. Fires systems include Fire Support Command and Control (FSC2) family of products. Command Post Systems include Tactical Mission Command (TMC), Command Post Integrated Infrastructure (CPI2), and Cyber family of products. Platform based systems include the Joint Battle Command Platform (JBC-P) family of products. This Task Order (TO) supports global requirements and may be funded with OPA/OMA/OMA OCO/RDT&E appropriations.

Services performed at continental United States (CONUS) and outside the continental United States (OCONUS) locations will comply with the terms and conditions set forth in this Task Order.

Mission Command Products	Execution Categories				
	Tech Support	Fielding Execution Lead (FEL)	New Equipment Training Instructor (NET INST)	Installer (INSTL)	Fielders
FSC2 Family Of Products (to include Advanced Field Artillery Tactical Data System (AFATDS) / Precision Fires Dismounted (PF-D) / Lightweight Forward Entry Device (LFED) / Precision Vehicle Mounted (PVM) / Joint Automated Deep Operations Coordination System (JADOCS))			X		X
CPI2			X		X
JBC-P Family of Products (JBC-P /JBC-P Logistics (LOG), Mounted Mission Command (MMC))		X	X	X	X

Mission Command Products	Execution Categories				
	Tech Support	Fielding Execution Lead (FEL)	New Equipment Training Instructor (NET INST)	Installer (INSTL)	Fielders
Cyber Family of Products (Tactical Defensive (Cyber Operations) Infrastructure (TDI) / Cyber Situational Understanding (SU)) *Future			X		X
Command Post Computing Environment (CP CE) Family of Products	X		X		X

Acronym List

AAR	After Action Report
AER	Army in Europe Regulation
AFATDS	Advanced Field Artillery Tactical Data System
AFFES	Army and Air Force Exchange Service
AOR	Area of Responsibility
APG	Aberdeen Proving Ground
AT	Antiterrorism
ATCTS	Army Training Certification Tracking System
ATO	Antiterrorism Officer
BOIP	Basis of Issue Plan
CAM	Contractor Acquired Material
CAP	Contractor Acquired Property
CDR	Contract Discrepancy Report
CDRL	Contract Data Requirements List
CLIN	Contract Line Item Number
CONUS	continental United States
COR	Contracting Officer's Representative
CP CE	Command Post Computing Environment
CPARS	Contractor Performance Assessment Reporting System
CPI2	Command Post Integrated Infrastructure
CS	Contract Specialist
CTS	Classroom Training Sets
Cyber SU	Cyber Situational Understanding
DAGR	Defense Advanced GPS Receiver
DCAA	Defense Contract Audit Agency
DFARS	Defense Federal Acquisition Regulation Supplement
DOCPER	DOD Contractor Personnel Office
DoD	Department of Defense
DPAS	Defense Property Accountability System
DSE	Digital Systems Engineer
FAR	Federal Acquisition Regulation
FAS	Federal Acquisition Service
FEL	Fielding Execution Lead
FFP	Firm Fixed Price
FMS	Foreign Military Sales

FOUO	For Official Use Only
FPCON	Force Protection Condition
FSC2	Fire Support Command and Control
FSS	Field Service Station
FTE	Full Time Equivalent
GCSS-A	Global Combat Support System – Army
GFE	Government Furnished Equipment
GFI	Government Furnished Information
GFM	Government Furnished Material
GFP	Government Furnished Property
GFS	Government Furnished Services
GPS	Global Positioning System
GSA	General Services Administration
IA	Information Assurance
IAW	In Accordance With
INSCOM	Intelligence and Security Command
INSTL	Installer
IPPD	Integrated Product and Process Development
IPT	Integrated Product Team
IRDO	Individual Replacement Deployment Operations
IT	Information Technology
ITSS	IT-Solutions Shop
JADOCS	Joint Automated Deep Operations Coordination System
JBC-P	Joint Battle Command Platform
JBC-P Log	Joint Battle Command Platform Logistics
JTR	Joint Travel Regulation
LFED	Lightweight Forward Entry Device
LOA	Letter of Authorization
MFB	Material Fielding Branch
MMC	Mounted Mission Command
MWR	Morale Welfare and Recreation
NATO	North Atlantic Treaty Organization
NEF	New Equipment Fielding
NET	New Equipment Training
NET INST	New Equipment Training Instructor
NIPRNET	Non-Classified Internet Protocol Router Network
NLT	No Later Than
NTV	Non-Tactical Vehicle
OCONUS	outside the continental United States
ODC	Other Direct Cost
OM&S	Operating Material and Supplies
OPSEC	Operation Security
PBUSE	Property Book Unit Supply Enhanced
PEO C3T	Program Executive Office Command Control Communications- Tactical
PF-D	Precision Fires Dismounted
PIED	Programmable Inline Encryption Device
PM	Project Manager
PM MC	Project Manager Mission Command
PMO	Program Management Office
POC	Point of Contact

POI	Program of Instruction
POL	Petroleum, oil, and lubricants
PVM	Precision Vehicle Mounted
PWS	Performance Work Statement
QASP	Quality Assurance Surveillance Plan
ROD	Report of Deficiency
SIPRNET	Secret Internet Protocol Router Network
SMDP	Software Maintenance Delivery Program
SOFA	Status of Forces Agreement
SOP	Standing Operating Procedure
T&M	Time and Materials
TC	Troop Care
TDI	Tactical Defensive (Cyber Operations) Infrastructure
TDLs	Technical Direction Letters
TDY	Temporary Duty
TE	Technical Expert
TESA	Technical Expert Status Accreditation
TMC	Tactical Mission Command
TO	Task Order
UIC	Unit Identification Code
UTO	Unit Task Organization

2.0 Technical Requirements

The Contractor shall review PM Mission Command Fires, Command Posts, and Platform fielding schedules to determine the services required to support this task order. The fielding schedule will be used to determine requirements for installers/NET Instructors/FELs and Fielders. The contractor shall coordinate requirements with the Program Management Office (PMO) and support staff, located at APG, MD and Fort Hood, TX for fielding and support requirements. The contractor shall ensure all personnel are trained and administrative requirements are met prior to deployment.

All permanent locations outside of United States are considered to be unaccompanied and without dependents. Government will only sponsor the contractor doing the actual work at each site. The Contractor shall provide Core Support and Contingency Support for the tasks identified in PWS section 2 inclusive of sub-sections.

Core Support: The Contractor shall provide Core Support, which consists of multiple contractor labor resources that are strategically and permanently assigned to a base location. The contractor shall assign and 100% staff the labor resources to the specified locations within 60 days from task order award in accordance with (IAW) PWS Attachment B entitled, "FTE." Attachment B identifies the required Core Support by labor categories and locations. The Core support is constant and does not vary based upon the fielding schedule or revised fielding schedules. If a Core Support position becomes vacant, the Contractor shall notify the Contracting Officer's Representative (COR) within 72 hours of the position becoming vacant. In the vacancy notification, at a minimum, the Contractor shall notify the Government the position, location, and estimation of when the Core Support level will return to 100%.

The Contractor shall staff the vacant position No Later Than (NLT) 5 calendar days after notifying the COR. If the position is not filled by the end of the 5th calendar day, the associated hours for this position will be deducted from the invoice.

The labor resources that are allocated to Core Support are NOT exempt from travel. All Core Support

labor resources shall be available for travel. Core Support travel shall only be temporary and in response to the PM MC mission requirements identified within the subject PWS. Frequency, location(s) and duration of travel varies upon support required. Each Core Support labor resources shall return to the same base location from which they departed.

Contingency Support: The Contractor shall provide Contingency Support on an as-needed basis IAW issued Technical Direction Letters (TDLs). Services will be performed primarily to PM Mission Command. This Task Order will also support requirements for similar type services from organizations authorized to operate Mission Command products. Organizations is defined as, but not limited to, Army (Project Managers, Units, Commands), Marine Corps, Navy, Air Force, Coalition Partners and Foreign Military Sales (FMS) countries.

Contingency Support consists of multiple labor resources that are inclusive of all labor categories required in the performance of the Core tasks. The resources include: Tech Support, FELs, New Equipment Training (NET) Instructors, Installers, and Fielders. Contingency Support is supplemental to Core Support. As new requirements arise, TDLs will be issued to provide support in these areas for missions that are within scope of this PWS.

Contingency Support may or may not require travel. Travel frequency, location(s) and duration(s) associated with Contingency Support will be identified in the TDL. Contingency Support is on an as-needed basis and the contractor shall support both short-term and long-term durations as long as the term is within the task orders period of performance.

2.1 Program Management

The Contractor shall establish a project management strategy that aligns management responsibilities in support of all efforts. The contractor will maximize cost efficiencies in consolidation of management across the various locations and systems supported under this contract. The contractor shall participate in meetings, conferences, teleconferences, and Integrated Product and Process Development (IPPD)/Integrated Product Team (IPTs). Meetings may include problem resolution for locations related to personnel hardware and material.

The Contractor shall maintain a detailed cost and schedule status of work progress on the task order IAW Exhibit A003, Contract Data Requirements List (CDRL), Data Item No. A003, DI-MGMT-80227, entitled "Contractor's Progress, Status and Management Report."

2.2 Mission Planning

The Contractor will determine supportability of mission planning conducted by the Government. In cases where available resources are limited or unable to support existing or forecasted mission plans the Contractor will provide recommendations and respond to inquiries on how to adjust missions to support annual fielding requirements. The Contractor will leverage their own internal resource allocation tools and/or those provided by the Government to provide a visual laydown of resources to missions to identify friction points and available windows to support future fielding missions.

2.3 Contractor Personnel requirements

Contractors shall be required to be cross-trained on multiple Mission Command programs. Due to the cross training requirements contractor personnel shall be required, to attend training, obtain knowledge

and skill to support multiple systems. Cross training also requires interaction with technical, logistics and support personnel from organizations outside PM MC and may include training on or working with components of said respective systems. The Contractor shall provide job specific training in all labor functions for supported programs and shall facilitate and document cross training of personnel at no additional cost to the government.

The Contractor shall enter data or upload necessary documentation on the Government provided systems for mission and personnel management, activity status and travel approvals.

Employees are expected to perform in accordance with the technical and operational skills required for their labor category no later than 60 days from date of contract award or hire.

2.4 Property Disposition

The contractor shall execute property disposition IAW the Government directed systems, procedures, and Army regulations.

2.5 Property Transfer

The Contractor shall utilize the automated processes for all asset lateral transfers to the unit Property Book via the Defense Property Accountability System (DPAS), or its successor for all PM MC Systems being fielded under this task order. Contractor Fielders shall adhere to Army Regulation 700-142 Material Fielding regulation when conducting fielding activities. The Contractor shall maintain a Lateral Transfer status report on the Government directed site, which shall include the total number of completed and incomplete (Open) Lateral Transfers in DPAS along with the original transfer dates and actions taken to close outstanding transfers. A monthly report of all updates shall be provided to the Government to show open and resolved actions.

2.6 Property Storage/ Accountability

If directed by the COR, the Contractor may be required to provide storage for Government owned equipment to support new equipment fielding missions as scheduled by the PM.

2.7 New Equipment Training

2.7.1 New Equipment Training Instructors

The contractor shall provide Instructor Qualified personnel (Instructor Certified through a credible Instructor Course, approved by the Government). The Contractor Certified Instructors shall be qualified to instruct training courses, in both a live and virtual environment, as found in the table below. Two instructors shall be provided per class unless otherwise approved by the Government. Net instructors shall be cross-trained to teach all lesson plans/Programs of Instruction (POIs) for the PM MC Family of Products within the each specific grouping (see table below for color coded groupings). Multiple classes may need to be scheduled to accommodate the unit's requirements based on the number of systems being fielded. Training standard remains the same regardless of component type being trained, Active Army (component 1), National Guard (component 2), or Army Reserve (component 3).

When possible, training classes shall be combined with nearby units to maximize the number of students trained during each session. Requests to combine classes shall be submitted and pre-approved by the Government. The Government will provide Computer based training modules and training support packages for operator and administrator trainings as Government Furnished Information (GFI).

NET Instructors shall provide formal classroom and virtual instructor-led NET training and delta training

to soldiers and customers IAW established/approved POIs and training materials. Training courses listed below are a current list of known courses, but could be changed at any time due to changes in the PM MC portfolio.

System	Course Name	Course Length (hrs)	Class Size
AFATDS	AFATDS Refresher Training	40	24
AFATDS	AFATDS FULL NET Training	80	24
AFATDS	AFATDS Delta Training	40	24
JADOCS	JADOCS OPNET	40	20
JADOCS	JADOCS ADMIN	80	20
PF-D	PF-D OPNET	24	20
ASCA	ASCA OP NET	16	20
JBC-P	JBC-P OPNET	16	20
JBC-P	JBC-P FLM	32	10
JBC-P	Command Post	24	10
JBC-P	JBC-P LOG OPNET	32	24
JBC-P	Control Station	8	10
JBC-P	JBC-P LOG OPNET	24	10
CPCE	LVL 1 Operator	24	20
CPCE	LVL 2 Operator	32	20
CPCE	System Administration w/ TSIv2	56	4
CPCE	System Administration w/ TSIv2/TDI	72	4
CPCE	System Administration w/ TSIv1	80	4

**Course length does NOT include classroom setup and breakdown preparations.*

2.7.2 Classroom Training Environment

The Contractor shall maintain the proper operations of the classroom and virtual training environment. This support shall include resources to pack, setup, maintain, breakdown, and ship Classroom Training Sets (CTS). Contractor personnel shall ship CTS from site to site to support fielding events. Upon completion of training, the contractor shall pack and ship these training sets to the next training location or designated storage location based on requirements to support fielding/training events. The Contractor will maintain a virtual-training environment to facilitate Mission Command Cloud Based Training. The number, equipment, and specific requirement for each virtual training “booth” will be provided by the Government and may be updated throughout the contract period as required.

The Contractor shall build, troubleshoot, repair, and load the applicable platform based software versions onto classroom kits and virtual training booths in support of training events. The contractor shall be proficient in classroom server troubleshooting procedures to support closed-loop network classroom configurations. Contractor personnel shall maintain the classroom kits and training booths for serviceability.

Classroom set up and tear down typically adds two to three days to the each training class. Instructors (2 per class) shall be required to travel over weekends or setup during the week prior to training to accommodate the training schedule.

2.7.3 Training Reports

The Contractor shall provide to the COR and upload to the Government directed site an after action report of all training events IAW Exhibit A004, CDRL, Data Item No. A004, DI-MISC-80508B, subtitled, "After Action Report (AAR)," to include:

- Date Started
- Date Completed
- Number of Soldiers trained
- Class Rosters
- Point of Contact (POC) for Certificates of completion
- Results from End of Course Survey
- Problems encountered, resolution, lessons learned
- Units Trained/Unit Identification Code (UIC)
- Location

Training Validation and Verification: The Contractor shall provide trainer support for training validation events. During validation events instructors shall perform the instructor-led training based on draft documentation. The trainer shall provide feedback and recommendations on alteration to the courseware to officials validating the course. The number and type of training personnel required shall be determined based on the courses being validated. Typically, each course is updated and validated once per year.

The Contractor shall ensure that all current documentation provided by the Government, including approved changes (such as technical bulletins) required for the operation and maintenance of the systems, are implemented into applicable training of program course material.

2.8 Exercise and Test Support

The Contractor shall provide major exercise and test support at various Government locations. The major exercise support has historically been for at least thirty (30) different exercises per year.

Exercise support at CONUS and OCONUS locations shall include over the shoulder training, formal classroom/virtual training to groups, user training, providing on-site diagnostic and corrective actions and capturing and reporting requirements in the After Action Report (AAR) IAW Exhibit A004, CDRL, Data Item No. A004, DI-MISC-80508B, entitled, "After Action Report (AAR)."

2.9 Platform System Fielding

The Contractor shall provide scalable fielding execution teams that can accommodate fielding/training for all PM Mission Command products IAW DA G3/PEO C3T Fielding priorities/windows or directed requirements.

This typically requires supporting PM endorsed test events/demonstrations or supporting multiple locations simultaneously depending on unit/region size and unique requirements based off quantity of platforms and previously fielded baseline hardware/software. Fielding Events are coordinated by PM MC Material Fielding Branch (MFB) and planned/executed IAW available resources/priorities. Fielding Teams are led by a Fielding Execution Lead responsible for managing the efforts of installers and NET Instructors. The fielding duration/window and team size varies based off available facilities, projected throughput, type of vehicles, and number of soldiers available for training during the window.

2.9.1 JBC-P/JBC-P LOG/Installation

The Contractor shall install JBC-P/JBC-P LOG and FSC2/AFATDS family of systems equipment as per the

fielding schedule and in support of test events. The fielding schedule will change dependent upon priorities as set by the Government. The contractor shall ensure that personnel have the required tools and skills to perform all standard functions. Installations shall be performed utilizing accepted procedures provided as technical manuals, technical bulletins and equipment drawings. FSC2/AFATDS installations will include currently designed configurations with legacy hardware/installation kits and future/to be developed installations as required (utilizing current pool of installers). The Contractor shall conduct firmware upgrades and software profiling on KGV-72 Programmable Inline Encryption Devices (PIEDs) via the KGV-72 Software Maintenance Delivery Program (SMDP).

2.9.2 Installation Times

The Contractor shall submit installation time estimates for various platforms that are currently supported with technical manuals/bulletins or engineering drawings. The contractor shall update the installation time estimates four (4) months from contract award and then every six (6) months or whenever new hardware is to account for additional platforms or changes in installation procedures. Time estimates shall vary dependent upon the complexity of the installation and the type of system receiving the install.

2.9.3 Logistics Support

The Contractor shall provide inventory management logistics support services in support of government furnished equipment. Duties include the shipment of training, installation, and fielding equipment to/from fielding locations. Contractor personnel shall verify equipment at fielding locations to ensure all required items have been received. The Government shall be notified of any shortages in equipment or discrepancies in the bill of materials or inoperable equipment. A Report of Deficiency (ROD) shall be initiated by the contractor to document findings. The contractor shall track Government Furnished Equipment (GFE) equipment to various fielding (CONUS/OCNUS) locations. The contractor shall provide logistics support to maintain various software configurations, updates/upgrades to database and provisioning for all systems supported under this Task Order.

2.9.4 Equipment Safeguarding

The Contractor shall procure padlocks, as directed, to support initial and upgrade fielding efforts. Padlocks will be issued to units to secure the KGV-72, BFT-I/II transceiver, CPU and monitor. The Contractor shall document the number of locks issued for each fielding for accountability purposes.

2.9.5 Electronic Key Management System

The Contractor shall provide Electronic Key Management System (EKMS) technical support to include:

- Evaluate health of US Army COMSEC accounts to support Black Keys and JOSEKI.
- The Contractor shall train the unit COMSEC Custodians on Encrypted Key Management.
- The Contractor shall train unit COMSEC Custodians/Frequency Spectrum Managers for key processing on ACES machines.
- The Contractor shall identify the ACES workstation specs and ensure the latest software conforms to minimum requirements needed to support the KGV-72 Encrypted Key generation and management. Personnel performing EKMS services will also be capable of providing Fielding Execution Lead duties for New Equipment Fielding locations. Services will be provided at government locations.

2.10 Fielder

The Contractor shall provide qualified personnel to coordinate and execute fielding of all products in the PM MC portfolio. This includes platform system, command post system, and handheld system fielding events. Fielders shall be experts in all aspects of property accountability to include use of DPAS, and Global Combat Support System – Army (GCSS-A) (where implemented across the Army). Contractor fielders shall travel to unit locations, as necessary, to properly conduct equipment hand-off to gaining

units. When possible or more appropriate, Fielders shall coordinate and execute via telephonic or electronic communication to coordinate and facilitate the property book transaction(s). The Government will direct which method shall be utilized depending on the specific property/system being fielded, the location/size of the unit, and the overall circumstances. Fielders shall be cross-trained to support all systems/products within the PM MC portfolio.

2.11 Fielding Execution Leads (FEL)

The Contractor shall provide FELs to support fielding requirements and perform duties as the execution lead during new equipment fielding events. Duties will include:

- Possess a thorough knowledge of JBC-P/JBC-P LOG systems.
- Oversee execution of New Equipment Fielding Events.
- Conduct or Oversee installations on any baseline platforms IAW unit authorization.
- Provide support for initial and follow-on testing for systems supported under PM JBC-P.
- Operate Defense Advanced Global Positioning System (GPS) Receiver (DAGR).
- Diagnose and troubleshoot JBC-P/ JBC-P LOG Hardware, Software, and Network that are non-operational while conducting fielding missions.
- Load and zeroize transceivers using the Field Service Station (FSS) or FSS-like tool when developed.
- Perform hard drive purging to include completing/filing proper documentation IAW Army Security Regulations.
- Instructor Qualified to perform classroom training on all JBC-P family of system Programs of instruction and/or Over-The-Shoulder training at test events.
- Ability to install maps.
- Knowledgeable of Network Operations.
- Support JBC-P logistics actions.

The Contractor shall provide subject matter expertise in support of new vehicle and non-standard A-Kit prototyping for supported systems to applicable government personnel. The contractor shall provide subject matter expertise on possible design, development and implementation of A-kit installation approval methods, and kitting, to include the limited modification and fabrication of kitting components to support prototyping efforts.

The Contractor shall provide technical personnel to support troubleshooting anomalies, Data Product/Unit Task Organization (UTOs) and requests for technical support that is beyond capabilities of fielding personnel. Support shall be in the form of analyzing data, providing recommendations/solutions, documenting processes, providing telephonic support, attending test events and management meetings.

2.12 Command Post Systems

The Contractor shall provide scalable execution teams that shall accommodate fielding/training PM MC Command Post based products IAW DA G3/PEO C3T Fielding priorities/windows or directed requirements. This typically requires supporting multiple locations simultaneously depending on unit/echelon and requirements and systems involved in the effort. Scope should also include or supporting PM endorsed test events/demonstrations. Fielding Events are coordinated by the PM MC Digital Systems Engineer (DSE) and planned/executed IAW available resources/priorities. Team members consist of Fielders (multi-disciplined for all PM Mission Command products) and Net Instructors. Net instructors are cross trained to support multiple command post products of similar nature. The training duration/window varies based off the system trained and the unit's echelon.

2.12.1 Installation and Operation

Contractor Tech Support shall install, operate, and maintain system components to meet the mission requirements. Contractor Tech Support shall install new software versions or software patches, and ensure correct system configuration and operational status. Contractor Tech Support shall document all hardware/software updates and new fielding actions in the Government directed system.

2.12.2 Trouble Shooting and Maintenance

Contractor Tech Support shall provide technical support to users and maintenance personnel for on-site diagnostics and correction of problems/failures, which render the system or any of its components inoperative or result in degraded performance. Contractor Tech Support shall implement corrective actions, and document using the designated reporting tool all hardware and software problems and failures, analysis, and repair/fixes for transmittal to appropriate system proponents.

2.13 Monthly Performance Report

The contractor shall establish report metrics/processes against contract requirements in a template approved by the COR. These metrics will be used at meetings with the contractor (either telephonically or in person) to monitor the progress of the various missions performed under this contract. These metrics will include, but are not limited to, installation quantities and times, TDY rates, training and fielding completion numbers, and paperwork accuracy and timeliness. Employees are expected to perform in accordance with the technical and operational skills required for their labor category no later than 60 days from date of contract award or hire. The contractor shall submit the Performance Based Metrics Report on a monthly basis IAW Exhibit A003, Contract Data Requirements List (CDRL), Data Item No. A003, DI-MGMT-80227, entitled "Contractor's Progress, Status and Management Report."

2.14 Transition Plan(s)

The Contractor shall support a sixty (60) day transition-in period from date of task order award. The contractor shall support a transition-out period consisting of 60 days prior to contract end date to allow for orderly contract transition. The transition-in and transition-out periods are inclusive of existing periods of performance.

Throughout the transition-in/transition-out periods, it is essential that attention be given to minimize interruptions or delays to work in progress that would impact the mission. The contractor must plan for the transfer of work control, delineating the method for processing and assigning tasks during the transition-in/transition-out periods.

2.14.1 Transition-In Plan

IAW Transition-In Plan. The Contractor shall develop and submit a Transition-In Plan as part of the proposal process. The Transition-In Plan shall contain, at a minimum:

- Transition-in activities,
- Risks Management,
- Schedules and Milestones for transition-in activities,
- Staffing plan, to include on boarding process
- Ability to attract, recruit, and retain qualified personnel and its ability to quickly and effectively respond to contingency requirements
- Ability to obtain and process security clearance,
- Security Clearance
- Approach to achieving 100% of the Firm Fixed Price manning requirements by the conclusion of the transition period.
- 100% site surveillance on GFE

Immediately after award of the task order, the winning contractor shall initiate contact with the government and jointly review the draft transition-in plan as furnished in the proposal. The Contractor shall support an initial meeting between the Government's Contract Administrator and Contract Managers to maximize the effectiveness of the transition process no later than seven (7) working days of the task order award. This meeting shall address the Contractors transition-in requirements and responsibilities concerning the Transition-In Plan. The contractor shall then revise the transition plan, if necessary, and submit the final plan within fifteen (15) working days of task order award. Subsequent meetings shall be held as determined by the Contracting Officer, but not less than weekly thereafter.

The contractor's final approved plan shall provide for the full transition within sixty (60) days of task order award. All changes to the schedule must be communicated to the COR. During the transition-in period, personnel may be permitted to observe operation of the contractor and Government pertaining to this contract, subject to approval by the Government COR.

2.14.2 Transition Out

Transition-Out Plan. The Contractor shall develop a transition-out plan to affect a smooth and orderly transfer of contract responsibility to a successor. The plan shall fully describe the outgoing Contractor's approach to the following issues, at a minimum, IAW Exhibit A005, CDRL, Data Item No. A005, DI-MGMT-80004A, subtitled, "Transition-Out Plan."

Inventories and turn-over of government property; 100% site surveillance of GFE; removal of Contractor property; reconciliation of all property accounts; turn-in of excess property; data and information transfer (inclusive of current documentation and historical records); clean-up of Contractor work areas; security debriefings IAW AR 380-5 for incumbent personnel holding security clearances; work-in-progress; and any other actions required to ensure continuity of operations.

The Contractor shall provide a draft of the plan to the COR seventy-five (75) working days before the phase-out period commences. The Contractor shall support a meeting between the Government's Contract Administrator and Contract Managers to maximize the effectiveness of the transition process no later than sixty (60) days before the phase-out period commences. This meeting shall address the Contractors transition-out requirements and responsibilities concerning the Transition-Out Plan. The contractor shall then revise the transition-out plan, if necessary, and submit the final plan within thirty (30) working days before the phase-out period commences. Subsequent meetings shall be held as determined by the Contracting Officer, but not less than weekly thereafter.

Prior to the completion of this contract, an observation period shall occur, at which time team management personnel of the incoming Contractor may observe operations. This will allow for orderly turnover of facilities, equipment, and records and will help to ensure continuity of services. The outgoing Contractor is ultimately responsible for performing full services IAW the contract, during the transition-out period, and shall not defer any requirements for the purpose of avoiding responsibility or of transferring, such responsibility to the succeeding Contractor. The outgoing Contractor shall fully cooperate with the succeeding Contractor and the Government, so as not to interfere with their work or duties.

To minimize any decreases in productivity and to prevent possible negative impacts on additional services, the outgoing Contractor shall have all personnel on board during the phase-out period. The outgoing Contractor shall be prepared to transition the workload to the newly selected Contractor during the sixty (60) day transition-out period, which will occur at the end of the period of performance of the contractual effort.

2.15 Optional Enterprise Support Capability

During this Task Order, it is anticipated that Global Fielding Services may provide support to other programs under PM MC's enterprise of products and services.

As such, the Government reserves the unilateral right to exercise Optional Enterprise Support Capability, whereby PM MC requires services similar to the scope of PWS Section 2 if/when assuming responsibilities for the control and support of additional programs or pursuant to PWS Section 2. This optional work may be exercised on a firm fixed price or labor hour basis.

For pricing purposes, the Not-To-Exceed (NTE) ceiling amount established for this Optional Enterprise Support in each year of performance is shown in the table below:

Base Year NTE	Option Year 1 NTE	Option Year 2 NTE	Option Year 3 NTE	Option Year 4 NTE
\$10,000,000.00	\$10,000,000.00	\$10,000,000.00	\$10,000,000.00	\$10,000,000.00

For quote purposes, contractors shall include pricing for a labor mix with CONUS and OCONUS labor rates to support contingency capability requirements as shown in the pricing template.

For any optional task support that the Government invokes pursuant to PWS Section 2, the Government will specify the programs that require support; the duration for the support; the CONUS and OCONUS location(s) where support is required; reporting requirements; and work hours, schedules, or requirements for performing work outside of normal working hours (i.e. evenings, weekends, etc.).

The scope of this optional enterprise support capability will be specified in technical direction letters and may span requirements described in the PWS.

At the time of exercising this optional support, the Contracting Officer will issue technical direction that defines the specific systems where optional services are required:

- Identify the specific program(s) to be supported;
- Identify the specific location(s) to be supported;
- Provide technical direction necessary to clearly delineate extent of support and nature of work to be performed, deliverables, and required timeframes, if any;
- Identify any elevated service level or response time requirements, if any;
- Delineate training requirements, desired outcomes, extent and nature of any knowledge transfer activities for maintainer and/or end-user training to be conducted; and training documentation or related materials required of the Contractor, if any.
- Specify the background investigation or security clearance requirements, if any; and
- Define working hours and where applicable, any site unique conditions associated with this support. The Contractor shall respond to this technical direction letter in writing within ten (10) business days with a proposal showing the proposed staffing plan to meet the government's requirements.

When optional work is exercised, the services rendered under this optional task shall be documented and reported in Monthly Progress Reports and progress updates, performance metrics,

and status on such work shall be covered in program reviews/technical interchange meetings consistent with technical/program management activities described in PWS Section 2.1.

The Contractor shall maintain chain of custody and accountability for any GFE/GFP/GFI provided under the scope of this optional task consistent with the PWS Section 6.9.2.

3.0 Deliverables

The contractor shall prepare and deliver/enter documentation/data and production of presentations, summary reports, meeting/trip reports, reports of, software trouble/problem reports, field diagnostic reports, cost estimates and resource requirement reports and white papers as specified within this PWS and as further sub-tasking to meet mission requirements.

Documentation/data includes periodic and special activity, personnel and dependent status reports as required by the CDRLs. The Contractor shall submit Contract Reports IAW the attached CDRLs:

Data Item Number	Authority	Description	PWS Reference Paragraph
A001	DI-MGMT-80269	Government Furnished Equipment/Material	6.9.2
A002	DI-MGMT-80934C	Operations Security (OPSEC) Plan (Status Reports)	7.2
A003	DI-MGMT-80227	Contractor's Progress, Status and Management Report	2.1 and 2.13
A004	DI-MISC-80508B	After Action Report (AAR)	2.7.3 and 2.8
A005	DI-MGMT-80004A	Management Plan/Transition Out Plan	2.14.2

Should there be any discrepancy between the above section of the PWS and the deliverables DD form 1423, the DD form 1423 supersedes.

4.0 Quality Assurance

4.1 Quality Assurance Surveillance Plan (QASP)

The Government intends to utilize a Quality Assurance Surveillance Plan (QASP) to monitor the quality of the Contractor's performance. The oversight provided for in the order and in the QASP will help to ensure that service levels reach and maintain the required levels throughout the contract term. Further, the QASP provides the COR with a proactive way to avoid unacceptable or deficient performance, and provides verifiable input for the required Past Performance Information Assessments. The QASP will be finalized immediately following award and a copy provided to the Contractor after award. The QASP is a living document and may be updated by the Government as necessary. The Government will also review the Monthly Progress and Quality Reports and will attend regular work performance review meetings with the Contractor to survey quality of products and services.

4.2 Contract Discrepancy Report (CDR)

In the event of unsatisfactory contractor performance, the COR or CO will issue a CDR that will explain the circumstances and findings concerning the incomplete or unsatisfactory service. The contractor

shall acknowledge receipt of the CDR and respond in writing as to how he/she shall correct the unacceptable performance and avoid a recurrence. The Government will review the contractor's corrective action response to determine acceptability and will use any completed CDR as part of an overall evaluation of Contractor performance when determining present or future contractual actions.

4.3 Performance Evaluation Process

The Contractor Performance Assessment Reporting System (CPARS) has been adopted by Government to electronically capture assessment data and manage the evaluation process. CPARS is used to assess a Contractor's performance and provide a record, both positive and negative, on a given contract/Task Order during a specific period of time. The CPARS process is designed with a series of checks and balances to facilitate the objective and consistent evaluation of Contractor performance. Both Government and Contractor program management perspectives are captured on the CPAR form and together make a complete CPAR. Once the Assessing Official completes the proposed assessment for the period of performance, the CPARS is released to the appropriate Government Contractor Representative for their review and comments. User ID and Password will be provided to the designated Government Contractor Representative upon issuance of a task order. The Contractor has 30 days after the Government's evaluation is completed to comment on the evaluation. The Government Contractor Representative must either concur or non-concur to each CPAR. If the Contractor concurs with the proposed assessment and the Reviewing Official does not wish to see the CPAR, the Assessing Official may close out the CPAR. Otherwise, they must forward the CPAR to the Reviewing Official for them to review, enter comments if appropriate, and close out. The Reviewing Official may at their option direct the Assessing Official to forward every CPAR to them for review.

5.0 Inspection, Acceptance and Payment

Should there be any discrepancy between the following subsections of the PWS and the deliverables DD form 1423, the DD form 1423 supersedes.

The Government will designate officials who have been delegated specific technical, functional and oversight responsibilities for this Task Order. Inspection and acceptance is performed at destination by COR for all services, incoming shipments, documents, services and deliverables (data and non-data deliverables). The COR may delegate the inspection duties to government officials who have specific technical, functional and oversight responsibilities for this Task Order.

5.1 Delivery Address

All deliverables shall be submitted IAW the associated DD form 1423. Should no DD form 1423 exist for the subject deliverable, the deliverable shall be submitted to the COR. Additionally, the Contractor shall upload the deliverables into the GSA IT-Solutions Shop (ITSS) Portal, unless directed otherwise.

5.2 Method of Delivery

The Contractor shall provide all deliverables and reports in PWS Section 3.0 and all subparts, the format of which as defined in the DD form 1423. Should no DD form 1423 exist for the subject deliverable, the format will be defined and approved by the Government. The format of and is subject to change over the course of the TO.

5.3 Acceptance Criteria

Acceptance by the Government of satisfactory services provided is contingent upon the Contractor performing in accordance with the performance standards contained in the Performance Requirements Summary and all terms and conditions of this Task Order, including all modifications.

5.4 Acceptance of Deliverables

The Government has 15 calendar days to review any draft documents and notify the contractor of approval or recommended changes to be made in the final version. If the Government does not provide an approval within the 15 days, the Contractor shall not assume that the deliverable is accepted by the Government. The contractor shall request a status update from the GSA COR. Final deliverables are then due within 10 working days after receipt of any Government comments on the draft. The GSA COR has the final determination as to the format and the method that deliverables are submitted.

5.5 Invoicing and Billing

The Contractor shall submit Requests for Payments in accordance with requirements below. The Contractor shall provide invoice backup data in accordance with the contract-types established on this Task Order, including detail such as labor categories, rates and quantities of labor hours, and itemized travel, Other Direct Costs (ODCs)/Incidentals, maintenance rates, etc.

The Government reserves the right to audit, thus; the Contractor shall keep on file all backup support documentation for labor, travel, ODCs/Incidentals, and quarterly maintenance rate adjustments, etc.

The Contractor shall submit a draft or advance copy of an invoice to the PM MC client POC for review prior to submitting such invoice to GSA for payment per PWS section 5.5.2 Invoice Submission Process instructions. The Government reserves the right to require certification by a GSA COR before payment is processed. The Contractor shall upload a copy of the Monthly Status Report along each invoice in ITSS.

5.5.1 Invoice Requirements

The Period of Performance (POP) for each invoice shall be for one calendar month. The Contractor shall submit only one (1) invoice per month. The Contractor shall submit the invoice to the appropriate GSA office by the twenty-fifth (25th) calendar day of the month after the end of the invoiced month for services rendered and end of the month in which ODCs were delivered and accepted by the Government.

Content of Invoice: The Contractor's invoice shall reflect billings for the services, travel, tools, ODCs, etc. To be considered proper, the invoice shall include the following information at a minimum:

- a. GSA Task Order Number (from GSA Form 300, Block 2)
- b. Paying Number: (ACT/DAC NO.) (From GSA Form 300, Block 4)
- c. ITSS Order ID No.
- d. Project Title
- e. Remittance Address
- f. Period of Performance for Billing Period
- g. Point of Contact and Phone Number
- h. Itemized invoice data for labor, travel, ODCs/Incidentals, quarterly maintenance adjustments etc., billed to appropriate Contract Line Item Number (CLINs)/subCLINs/Task Items consistent with the details outlined below with current billed and cumulative billed to date subtotals.
- i. Total Invoice Amount, Current Billed, Cumulative Billed to Date

All cost presentations provided by the Contractor shall include general and administrative charges, material handling, fees, and overhead applied consistent with the Contractor's approved price proposal and consistent with Defense Contract Audit Agency (DCAA) recommendations.

All invoice data shall be reported by CLIN and shall be further subdivided to lower level elements (subCLINs and ITSS Task Items) as directed by the Government to permit tracking and reporting of fund expenditures and appropriation data consistent with the requirements of APG and APG client agencies

receiving support under this Task Order. The Contractor shall provide the invoice data in an editable Microsoft Excel spreadsheet using a format reviewed and approved by the Government. The Government reserves the right to modify invoicing requirements at its discretion. The Contractor shall comply with any revised invoicing requirements at no additional cost to the Government.

Final Invoice/Close-out Procedures: Invoices for final payment must be so identified and the Contractor shall submit a final invoice within ninety (90) calendar days after the end of the final Task Order Performance Period. After this submission, no further charges are to be billed. After the final invoice has been paid the Contractor shall furnish a completed and signed Release of Claims (GSA Form 1142) to the Contracting Officer. This release of claims is due within fifteen (15) calendar days of final payment.

5.5.1.2 Firm Fixed Price CLINs

On the monthly invoice, Firm Fixed Price (FFP) CLINs shall be billed on the basis of 1/12th of the overall FFP established for the CLIN. The monthly FFP shall be pro-rated equitably if a partial month or performance period of less 12-months in duration is encountered.

5.5.1.3 Labor Hour / Time and Material CLINs For Labor

On the monthly invoice, Labor Hour / Time and Material CLINs shall be billed on the basis of costs incurred for the Labor CLINs. All hours and costs shall be reported to the individual contractor employee level, and shall show the current charges for the month and cumulative totals for the period. The Contractor shall provide the invoice data on separate worksheets in the spreadsheet with the following detailed information. The listing shall include separate columns and totals for the current invoice period and the order to date and include:

- a. Employee name (current and past employees)
- b. Employee company labor category
- c. Employee labor category
- d. Actual Hours worked during the monthly billing period and total cumulative hours worked
- e. Current costs billed and cumulative costs

5.5.1.4 Travel

The Contractor shall adhere to Federal Acquisition Regulation (FAR) part 31.205-46 for travel associated with this contract. This shall include all travel requirements associated with temporary duty (TDY) or deployments as required under this task order, Contractor personnel are authorized to invoice travel related costs at the allowance referenced in FAR part 31.205-46.

Cost incurred for Travel shall be shown on the monthly invoice with travel itemized by individual and trip. The Contractor shall provide travel invoice data on separate worksheets in Microsoft Excel spreadsheet format with the following details. Identify all cumulative travel costs billed by CLIN. The current invoice period's travel detail shall include separate columns and totals and include the following:

- a. Travel Authorization Number/Identifier
- b. Current invoice period
- c. Names of persons traveling
- d. Number of travel days
- e. Dates of travel
- f. Location of travel
- g. Number of days per diem charged
- h. Per diem rate used
- i. Total per diem charged
- j. Transportation costs
- k. Total charges

5.5.1.5 ODCs and Incidentals

Cost incurred for ODCs and incidentals shall be shown on the monthly invoice and be itemized. The Contractor shall provide ODC/Incidental invoice data on separate worksheets in Microsoft Excel spreadsheet form with the following detailed information, as applicable.

- a. Option Letter Identifying Number / Unique identifier
- b. ODC/Incidental costs incurred
- c. Description, make, model, and manufacturer part number of the ODCs/incidentals with itemized quantities, unit prices and extended prices
- d. Warranty /maintenance coverage performance periods
- e. Ship To Location(s) and Date(s) accepted by the Government
- f. Current costs billed and Cumulative totals by CLIN/subCLIN level

5.5.1.6 Indirect and Material Handling Rate

Travel, ODCs, and incidentals incurred may be burdened with the Contractor's indirect/material handling rate consistent with the Contractor's proposal. Any proposed indirect or material handling rates proposed and invoiced shall be consistent with the Contractor's most recent DCAA rate approval or provisional rate letter. Offerors are advised that they will not be permitted to apply a burden rate of any kind to travel, ODCs, or incidental costs after award except to the extent that application of such burden is consistent with their proposal.

5.5.1.7 Credits

- If the credit invoice is for the same year of a particular ACT#, the Contractor shall include that credit on a subsequent invoice submission against that same ACT#. If the Contractor is unwilling to offset a subsequent invoice then they must submit a refund check.
- When the credit invoice is for a different year, the Contractor shall submit a refund check for that credit invoice.

Invoices that net to a credit balance SHALL NOT be accepted. Instead a refund check must be submitted by the Contractor to GSA accordingly. The refund check shall cite the ACT Number and the period to which the credit pertains. The Contractor shall provide the credit invoice as backup documentation. Do not attach credit invoice in ITSS or on the Finance website. It must be attached to the refund check. The refund check shall be mailed to:

General Services Administration
Finance Division
P.O. Box 70965
Charlotte, NC 28272-0965

5.5.2 Invoice Submission Process

Posting Acceptance Documents: Invoices shall initially be submitted monthly through GSA's electronic Web-Based Order Processing System, currently ITSS, to allow the client and GSA COR to electronically accept and certify services received by the designated PM MC Client Representative (CR). Included with the invoice will be all required backup documentation.

Receiving Agency's Acceptance: The receiving agency has the following options in accepting and certifying services:

- a. Electronically: The client agency may accept and certify services electronically via GSA's electronic Web-Based Order Processing System, currently ITSS, by accepting the Acceptance

Document generated by the contractor. Electronic acceptance of the invoice by the CR is considered concurrence and acceptance of services. NOTE: The Government's preference is that receiving agency's acceptance is conducted electronically.

- b. On Paper Copy: The client agency may accept and certify services by providing written acceptance with the signature of the authorized client representative and the date of acceptance.

Electronic and/or written acceptance of the invoice by the CR is considered concurrence and acceptance of services. Regardless, of the method of acceptance the contractor shall seek acceptance and electronically post the acceptance document in GSA's electronic Web-based Order Processing System, currently ITSS. (Written acceptances will be posted as an attachment along with any other supporting documentation.) After acceptance of the invoice by the CR, the Contractor shall submit a proper invoice to GSA Finance not later than five (5) workdays after acceptance by the Government of the product, service, and/or cost item.

Note: The acceptance of the authorized agency customer representative is REQUIRED prior to the approval of payment for any invoiced submitted. Although this acceptance may occur in two ways, electronically or in paper copy, at least shall be obtained prior to the approval of payment. In order to expedite payment, it is strongly recommended that the contractor continue to include the receiving agency's WRITTEN acceptance of all the services or products delivered, with signature of the authorized agency customer representative and the date of acceptance, as part of the submission documentation.

Note: If any invoice is received without the required documentation and, (A) the customer's signed written acceptance OR (B) the customer's electronic acceptance, the invoice shall be rejected in whole or in part as determined by the Government.

To submit an invoice to ITSS for Client Acceptance, follow these steps:

Log onto the Internet URL <http://web1.itss.gsa.gov> using your assigned username and password. Once logged in, click on "Create Support Documents".

Once in the Create Support Documents field, you will see a list of awarded task order numbers and a pull down menu that reads <<Select Support Document>>. Select the appropriate task order number by highlighting it, then click on the pull down menu; select "Acceptance Information" and click on the "Create" icon.

You are now on the page where you will enter the delivery date and invoice number—do not use special characters in the invoice number and be sure to use exactly the same invoice number and value for GSA Finance. You have the opportunity to send comments to the client (receiving activity) in the detailed comments block. You must attach an electronic copy of your invoice. Click on the thumbtack "Attach" icon to bring up the attachments page. When you are done attaching the invoice, click on the "Submit" button at the bottom of the page to complete the process.

When the acceptance document is submitted, emails requesting acceptance are automatically sent to both the Client and the GSA Project Manager (PM). They will accept, partially accept, or reject the invoice, normally with explanatory comments. The Client will also indicate the amount approved for payment. The system will automatically notify you, the Vendor, of acceptance or rejection of the invoice.

If you need assistance or have any questions regarding the acceptance and approval process, please contact the ITSS Help Desk at the toll free number 1-877-243-2889. Be sure to have the order number or

ACT number available.

6.0 Contract Administration Data.

6.1 Contract Type: The Core requirements are Firm Fixed Price. The Contingency requirements are Labor Hour.

6.2 Period of Performance

The period of performance shall be a 12-month base period plus four (4) option periods of 12-months from date of award.

FAR 52.217-9 Option to Extend the Term of the Contract –

The Government may extend the term of this task order by written notice to the contractor within 30 days of the expiration of the existing period of performance provided that a preliminary notice of the Government's intent to extend is provided at least 60 days before the expiration of the task order. The preliminary notice does not commit the Government to an extension. If the Government exercises this option, the extended task order shall be considered to include this option clause. The Government will have the unilateral right to exercise options periods. The total duration of this contract including the exercise of any options under this clause, shall not exceed 60 months.

FAR 52.217-8 Option to Extend Services (Nov 1999)–

The Government may require continued performance of any services within the limits and at the rates specified in the contract. These rates may be adjusted only as a result of revisions to prevailing labor rates provided by the Secretary of Labor. The option provision may be exercised more than once, but the total extension of performance hereunder shall not exceed 6 months. The Contracting Officer may exercise the option by written notice to the Contractor within 60 days of the contract expiration period.

6.3 Place of Performance

Services may be required at world-wide locations based off Department of the Army G3 Unit Set Fielding Prioritization List, Department of the Army directed requirements, and post fielding sustainment at CONUS/OCNUS home stations or OCNUS operational locations. Services shall be performed at worldwide locations to include hazardous duty areas. The Following is a list of historical locations of performance. Actual performance locations are subject to PM MC support requirements and are subject to change.

CONUS Locations	State	CONUS Locations	State	CONUS Locations	State
Aberdeen Proving Ground	MD	Fort Shafter	HI	Springfield	IL
Barksdale AFB	LA	Fort Sill	OK	St Louis	MO
Battlecreek	MI	Fort Stewart	GA	State College	PA
Camp Atterbury	IN	Hickman AFB	HI	Syracuse	NY
Camp Shelby	MS	Honolulu	HI	Travis AFB	CA
Fork Polk	LA	Hurlburt Field	FL	Tyndall AFB	FL
Fort Belvoir	VA	Joint Base Elmendorf-Richardson	AK	Vandenberg AFB	CA
Fort Benning	GA	Joint Base Lewis-McCord	WA	National Guard Units (All locations)	

Fort Bliss	TX	Joint Base McGuire-Dix-Lakehurst	NJ	Various Naval Vessels (as deployed)
Fort Bragg	NC	Langley AFB	VA	OCONUS Locations
Fort Campbell	KY	March AFB	CA	Africa (All Locations)
Fort Carson	CO	Mayfield	FL	Iraq
Fort Drum	NY	McGuire AFB	NJ	Afghanistan
Fort Eustis	VA	Norfolk	VA	Germany
Fort Gordon	GA	Panama City	FL	Italy
Fort Hood	TX	Redstone Arsenal	AL	Japan
Fort Huachuca	AZ	RTI Austin	TX	Jordan
Fort Indiantown Gap	PA	RTI Camp Williams	UT	Korea
Fort Irwin	CA	RTI Fort Indiantown Gap	PA	Kuwait
Fort Jackson	SC	RTI Fort McCoy	WI	Libya
Fort Knox	KY	RTI Ft Bragg	NC	Malaysia
Fort Leavenworth	KS	RTI Oklahoma City	OK	Philippine Islands
Fort Lee	VA	RTI Rapid City	SD	Somalia
Fort Meade	MD	San Diego	CA	Thailand
Fort Riley	KS	Schofield Barracks	HI	
Fort Rucker	AL	Shaw AFB	SC	

6.4 Travel/Special Requirements

Due to the global nature of support to the war fighter, the contractor shall be prepared to travel to all CONUS and OCONUS locations where units are equipped or being equipped with Mission Command systems. During OCONUS deployments, the contractor shall comply with the laws and regulations of the host nation. Personnel may be required to travel within 12 hours from notification for CONUS requirements. Travel shall require the effective and timely use of funding for Temporary Duty (TDY) IAW the Joint Travel Regulation (JTR). Reimbursement for the cost of lodging will be actual costs incurred and not more than JTR rates. In the event that it is anticipated or found that JTR rates are exceeded, the contractor shall notify the COR and Contracting Officer in writing IAW FAR Subpart 31.205-46(a) (3). COR approval and Contracting Officer authorization will be required in those circumstances where the contractor cannot travel with JTR rates.

Support is determined upon operational assessment with expectation of support to be installation, logistics, training and administrative support with the capacity to procure and ship materials required to support mission requirements. All personnel shall be required to attend IRDO if deploying to hazardous locations.

6.5 Laundry Is Authorized

The Government will provide contractor personnel/employees the equivalent no-cost laundry service available to Government employees and military personnel, when deployed.

6.6 Hours Outside Core Support

The Contractor shall document requests for hours needed outside of the standard Full-Time Equivalent (FTE) associated with Core Support (FFP Labor) prior to the pay period for Government approval. In the event that unforeseen circumstances arise which require hours outside core support, the contractor will notify the COR for approval. These outside hours are not considered overtime and will be paid at the straight Time and Materials (T&M) rates associated

with Contingency Support (T&M Labor).

6.7 Technical Expert Status Accreditation (TESA)

This task order requires the utilization of Technical Expert (TE) personnel and/or Troop Care (TC). In Accordance With (IAW) Army in Europe Regulation (AER) 715-9, Department of Defense (DoD) will obtain approval by applicable OCONUS authorities for accreditation of employees to fill contract TESA or TC positions. The contractor will ensure all contract personnel have their TESA applications and resumes approved by the DoD Contractor Personnel Office

(DOCPER) through the GSA Program Office before deploying. Accredited TEs will be authorized to use Government facilities IAW Status of Forces Agreement (SOFA) policies. Authorized logistics support items include: Commissary, to include rationed items; Army and Air Force Exchange Service (AFFES) to include rationed items and purchase of petroleum, oil, and lubricants (POL); military postal service; local Government transportation

for official Government business (non-tactical); emergency medical/dental services; local Morale, Welfare and Recreation services (MWR); Class VI, to include rationed items; military banking facilities; customs exception; mortuary service; legal assistance credit unions; and North Atlantic Treaty Organization (NATO) SOFA Letter and/or Stamp. The contractor shall promptly notify the COR if a TESA employee once accredited is no longer performing duties requiring accreditation. Short-term temporary duty (TDY) may be performed IAW Army Regulation 715-9.

6.8 Status of Forces Agreement (SOFA)

The SOFA between the United States and Korea and other OCONUS locations directly supporting combat operations governs the rights and obligations of the United States armed forces in those countries. Only those individual Contractors who are United States nationals; not ordinarily a resident in those countries; present in those countries at the invitation of and solely for the purpose of executing contracts with the United States for the benefit of the United States armed forces; and, not present in those countries under any other SOFA status may be issued a Letter of Identification only by the Contracting Officer so that their status may be verified by local national government authorities upon their entry into and/or departure in that country.

6.9 Government Facilities, Government Furnished Property (GFP), and Government Furnished Services (GFS)

6.9.1 Government Facilities

The contractor shall support worldwide locations in the execution of this task order (See historical listing in PWS paragraph 6.3). Additional locations may be added dependent upon the identification of new requirements.

The contractor shall perform work at both contractor sites and Government CONUS and OCONUS site locations. For contractor personnel located in a Government facility, the Government will provide necessary facilities, including workspace, office furniture (e.g., desks, chairs, bookcases, file cabinets, etc.), telephone service, normal office supplies, access to facsimile and copy machines, and internet access to include Non-Classified Internet Protocol Router Network (NIPRNET) and Secret Internet Protocol Router Network (SIPRNET). When access to Government facilities and networks is provided, contractor personnel shall comply with all pertinent Government regulations and policies regarding appropriate use of facilities/equipment/materials and requirements for contractor connection to Government networks. The Government will provide qualified contractor personnel all support services identified in the DoD approved Letter of Authorization (LOA).

The Government will provide the contractor with access and training to required reporting tools.

6.9.2 Government Furnished Property (GFP)

GFP includes GFI, GFE and Government Furnished Material (GFM). All System Components, Hardware, Software, and Installation Kits for Fires, Command Post, and Platform systems will be provided by the Government. All materials and procedures, including installation kits, configuration documents, test equipment/parts and validated DA Technical Manuals and Training Support Packages will be provided by the Government. A listing of Fires, Command Post, and Platform, warehouse equipment that will be utilized as GFP is included in attachment A- GFP. The items in this list may be updated before award.

All GFP distribution, location, and inventory shall be tracked by the contractor. The contractor shall make this tracking information available to the Government as needed. Unless otherwise specified, all GFP will be returned at the completion of the TO. Note: if contractor requires additional GFP other than what is listed, the contractor shall submit a request to the COR within 30 days after TO award.

The Government will provide the initial record of all Government-owned property (other than Real Property) and equipment used, managed, or supported under this task order. The contractor shall maintain records on any items of equipment or repair items to which the Government will take title or which will be installed on Government property. Upon the Government taking title, the contractor shall provide the said records IAW Exhibit A001, CDRL, DD Form 1423, Data Item No. A001, DI-MGMT-80269, entitled "Government Furnished Equipment/Material." GFE to which the Government has title shall be returned to the Government upon request.

6.9.3 Government Furnished Services

The Government will provide internet, telephonic access, and reproduction devices to personnel that perform services at dedicated locations. This does not include office supplies such as paper, toner, pens, etc.

6.10 Contractor Acquired Property (CAP)

6.10.1 Contractor Facilities

The contractor may be required to lease facilities for use in the performance of this effort. The contractor shall be prepared to support and provide the leasing of office facilities for Tech Support and other field support personnel if the Government is unable to continue to provide facilities or has a suitable existing lease arrangement. Any leases will be COR directed and require COR approval prior to execution or acceptance.

6.10.2 Contractor Acquired Material (CAM)

CAM includes Operating Material and Supplies (OM&S). This includes materials purchased by the contractor that will be incorporated into, or attached to a deliverable end item or that may be consumed or expended in performing this TO. The contractor may be required to purchase materials for use in the performance of this effort. The contract shall be required to provide all consumable offices supplies such as toner, paper, pens, etc. All purchases are subject to approval by the COR prior to procurement. All such acquired, unconsumed material becomes property of the Government at completion of this effort. The contractor shall procure the materials necessary to support the requirements in this PWS in an efficient

and timely manner. All materials and/or purchases shall be in direct support of the mission task and incidental to the services being procured under this PWS.

6.11 Transportation of Equipment/Materials

The contractor shall evaluate commercial and contractor owned transportation requirements at each location where services are performed and determine if existing transportation is available and adequate to support this Task Order. The contractor shall be responsible for ensuring the security and scheduled/unscheduled maintenance of all Non-Tactical Vehicles (NTVs). Any requirements for NTVs will be approved by the Government prior to implementation. The contractor shall utilize GSA rental vehicles to support PM MC missions whenever a GSA vehicle is available and authorized. All insurance requirements will be covered by the Government for GSA vehicles when utilized. Fuel will be provided to those personnel authorized transportation. Fuel will also be provided for generators supporting this task order.

6.12 Contractor Manpower Reporting

The contractor shall report ALL contractor labor hours (including subcontractor labor hours) required for performance of services provided under this contract for the Defense Manpower Data Center via a secure data collection site. The contractor is required to completely fill in all required data fields using the following web address: <http://www.ecmra.mil/>. Reporting inputs will be for the labor executed during the period of performance during each Government fiscal year (FY), which runs October 1 through September 30. While inputs may be reported any time during the FY, all data shall be reported no later than October 31 of each calendar year. Contractors may direct questions to the help desk at: <http://www.ecmra.mil>

6.13 Points of Contact

APG COR

Mr. Michael Long
PEO-C3T PM Mission Command, BMD
Acquisition Management Specialist
Building 6007 Combat Drive (Floor 4)
Aberdeen Proving Ground, MD 21005
E-mail: micheal.l.long2.civ@mail.mil

(b) (6)

GSA Contracting Officer

Mr. Michael Levy
GSA-FAS, Mid-Atlantic Region
The Dow Building - 3rd Floor
100 S. Independence Mall West
Philadelphia, PA 19106
E-mail: michael.levy@gsa.gov

(b) (6)

GSA Contract Specialist (CS)

Mr. Kevin (KC) Flynn
GSA-FAS, Mid-Atlantic Region The Dow Building - 3rd Floor
E-mail: kevin.flynn@gsa.gov

(b) (6)

GSA COR

Mr. Dan Young
GSA-FAS, Mid-Atlantic Region The Dow Building - 3rd Floor
100 S. Independence Mall West
Philadelphia, PA 19106
E-mail: daniel.young@gsa.gov

(b) (6)

7.0 Security

7.1 Facility Security

The contractor shall be required to have a SECRET Facility Clearance with no safeguarding requirement. The Contractor will require access to COMSEC, NATO and For Official Use Only (FOUO) information. The Contractor will require access to the SIPRNET. In performing this Task Order, the Contractor will have access to classified information at Government facilities at CONUS and OCONUS locations.

7.2 Operations Security

The Contractor is required to practice current Operations Security (OPSEC) IAW AR 530-1 and DD Form 254. The Contractor shall familiarize all new employees and conduct refresher sessions as needed in the areas covered under this PWS as part of the OPSEC Plan. Para 6-2 g of AR 530-1 lists information the Contractor will need to implement an OPSEC plan. The contractor shall prepare a plan, within 90 days after contract award that addresses how they will implement OPSEC throughout all locations staffed on this task order. This plan shall be prepared IAW Exhibit A002, CDRL, Data Item No. A002, DI-MGMT-80934C, entitled "Operation Security (OPSEC) Plan." The Contractor shall review and comply with local physical security regulations, policies, procedures, and plans for physical security, documentation and material security, and personnel security. With proper documentation, the contractor is allowed to transport classified material across state lines and international borders.

All Contractor employees must possess a US Secret security clearance from their start dates. All documentation required for security certification for Contractor employees shall need to be provided by the Contractor to the designated Intelligence and Security Command (INSCOM) Security Officer.

7.2.1 Antiterrorism (AT) and Operations Security

- AT Level I Training. All contractor employees, to include subcontractor employees, requiring access to Army installations, facilities and controlled access areas shall complete AT Level I awareness training annually. Contractor personnel who have not completed this training within the past year shall take this training within 90 calendar days after contract start date or effective date of incorporation of this requirement into the contract, whichever is applicable. The contractor shall submit certificates of completion for each affected contractor employee and subcontractor employee, to the COR, within 90 calendar days after completion of training by all employees and subcontractor personnel. AT level I awareness training is available at the following website: <https://atlevel1.dtic.mil/at>.
- AT Awareness Training for Contractor Personnel Traveling Overseas. This standard language requires U.S. based contractor employees and associated subcontractor employees to make available and to receive Government-provided AT awareness training specific to the area of

responsibility (AOR) IAW AR 525-13. Specific AOR training content is directed by the combatant commander, with the unit Antiterrorism Officer (ATO) being the local point of contact.

- Access and General Protection/Security Policy and Procedures. For those contractor or subcontractor employees with an area of performance within an Army-controlled facility, installation, or area, the contractor and all associated sub-contractors employees shall comply with applicable installation, facility and area commander installation/facility access and local security policies and procedures (provided by Government representative). The contractor shall also provide all information required for background checks to meet installation access requirements to be accomplished by installation Provost Marshal Office, Director of Emergency Services or Security Office. Contractor workforce must comply with all personal identity verification requirements IAW DoD, HQDA and/or local policy. In addition to the changes otherwise authorized by the changes clause of this contract, should the Force Protection Condition (FPCON) at any individual facility or installation change, the Government may require changes in contractor security matters or processes.
- iWATCH Training. For those contractor or subcontractor employees with an area of performance within an Army-controlled facility, installation, or area, the contractor and all associated sub-contractors shall brief all employees on the local iWATCH program (training standards provided by the requiring activity ATO). This local developed training will be used to inform employees of the types of behavior to watch for and instruct employees to report suspicious activity to the COR. This training shall be completed annually, else contractor personnel who have not completed this training within the past year shall take this training within 90 calendar days of contract award and within 90 calendar days of new employees commencing performance with the results reported to the COR no later than 120 calendar days after task award.
- Contractor Employees Who Require Access to Government Information Systems. All contractor employees with access to a Government info system must be registered in the ATCTS (Army Training Certification Tracking System) at commencement of services, and must successfully complete the DoD Information Assurance (IA) Awareness prior to access to the information systems and then annually thereafter.
- OPSEC Standing Operating Procedure/Plan. The contractor shall develop an OPSEC Standing Operating Procedure (SOP)/Plan within 90 calendar days of contract award, to be reviewed and approved by the responsible Government OPSEC officer, per AR 530-1, Operations Security. This SOP/Plan will specify the Government's critical information, why it needs to be protected, where it is located, who is responsible for it, and how to protect it. In addition, the contractor shall identify an individual who will be an OPSEC Coordinator. The contractor will ensure that this individual becomes OPSEC Level II certified per AR 530-1.
- OPSEC Training. Per AR 530-1, Operations Security, new contractor employees must complete Level I OPSEC training within 30 calendar days of reporting for duty. All contractor employees must complete annual OPSEC awareness training.
- Information Assurance (IA)/Information Technology (IT) Training. All contractor employees and associated subcontractor employees must complete the DoD IA awareness training before issuance of network access and annually thereafter. All contractor employees working IA/IT functions must comply with DoD and Army training requirements in DoD 8570.01, DoD 8570.01-M, and AR 25-2 within six months of employment.
- Information Assurance (IA)/Information Technology (IT) Certification. Per DoD 8570.01-M, Defense Federal Acquisition Regulation Supplement (DFARS) 252.239.7001, and AR 25-2, the contractor employees' supporting IA/IT functions shall be appropriately certified upon contract

award. The baseline certification as stipulated in DoD 8570.01-M must be completed upon contract award.

- Contractors Authorized to Accompany the Force. DFARS Clause 252.225-7040, Contractor Personnel Authorized to Accompany U.S. Armed Forces Deployed Outside the United States
- Contract Requiring Performance or Delivery in a Foreign Country. DFARS Clause 252.225-7043, Antiterrorism/Force Protection for Defense Contractors Outside the United States.

8.0 Clauses

- FAR 52.204-9 Personal Identity Verification of Contractor Personnel (JAN 2011)
- FAR 52.217-8 Option to Extend Services
- FAR 52.217-9 Option to Extend the Term of the Contract
- FAR 52.224-1 Privacy Act Notification (APR 1984)
- FAR 52.224-2 Privacy Act Notification (APR 1984)
- FAR 52.227-14 Rights in Data – General (DEC 2007)
- FAR 52.227-06 Royalty Information (Apr 1984)
- FAR 52.227-09 Refund of Royalties (Apr 1984)
- FAR 52.232-2 Limitation of Cost (APR 1984)
- FAR 52.232-22 Limitation of Funds (APR 1984)
- FAR 52.237-3 Continuity of Services (JAN 1991)
- FAR 52.244-2 Subcontracts (Oct 2010)
- FAR 52.244-2, Alternate I (June 2007)
- FAR 52.245-1 Government Property (APR 2012)
- DFARS 252.204-7012 Safeguarding Covered Defense Information and Cyber Incident Reporting (DEC 2015)
- DFARS 252.227-7015 Technical Data – Commercial Items (JUN 2013)
- DFARS 252.209-7999 Representation by Corporations Regarding an Unpaid Delinquent Federal Tax Liability or a Felony Conviction under any Federal Law (JAN 2012)
- DFARS 252.227-7017 Identification and Assertion of Use, Release, or Disclosure Restrictions (JAN 2011)
- DFARS 252.227-7019 Validation of Asserted Restrictions--Computer Software (SEP 2011)
- DFARS 252.227-7025 Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends (MAY 2013)
- DFARS 252.227-7027 Deferred Ordering of Technical Data or Computer Software (APR 1988)
- DFARS 252.227-7028 Technical Data or Computer Software Previously Delivered to the Government (JUN 1995)
- 252.203-72 Representation by Corporations Regarding an Unpaid Delinquent Federal Tax Liability or a Felony Conviction under any Federal Law (DEVIATION) (OCT2013)
- 252.232-7007 Limitation of Government's Obligation.

DFAR Clauses for Contractor Performance in Afghanistan

52.220-50 Combating Trafficking in Persons (Mar 2015)

52.228-3 Workers' Compensation Insurance (Defense Base Act) (JUL 2014)

252.225-7993 Prohibition on Providing Funds to the Enemy (DEVIATION 2015- 00016)

PROHIBITION ON PROVIDING FUNDS TO THE ENEMY (DEVIATION 2015-00016) (SEP 2015)

(a) The Contractor shall-

(1) Exercise due diligence to ensure that none of the funds, including supplies and services, received under this contract are provided directly or indirectly (including through subcontracts) to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities;

(2) Check the list of prohibited/restricted sources in the System for Award Management at www.sam.gov-

- (i) Prior to subcontract award; and
- (ii) At least on a monthly basis; and

(3) Terminate or void in whole or in part any subcontract with a person or entity listed in SAM as a prohibited or restricted source pursuant to subtitle E of Title VIII of the NDAA for FY 2015, unless the Contracting Officer provides to the Contractor written approval of the Head of the Contracting Activity to continue the subcontract.

(b) The Head of the Contracting Activity has the authority to-

(1) Terminate this contract for default, in whole or in part, if the Head of the Contracting Activity determines in writing that the contractor failed to exercise due diligence as required by paragraph (a) of this clause; or

(2)(i) Void this contract, in whole or in part, if the Head of the Contracting

Activity determines in writing that any funds received under this contract have been provided directly or indirectly to a person or entity who is actively opposing United States or Coalition forces involved in a contingency operation in which members of the Armed Forces are actively engaged in hostilities.

(ii) When voided in whole or in part, a contract is unenforceable as contrary to public policy, either in its entirety or with regard to a segregable task or effort under the contract, respectively.

(c) The Contractor shall include the substance of this clause, including this paragraph (c), in subcontracts, including subcontracts for commercial items, under this contract that have an estimated value over \$50,000 and will be performed outside the United States and its outlying areas.

**252.225-7994 Additional Access to Contractor and Subcontractor Records
in the United States Central Command Theater of Operations (DEVIATION [2015-O0013])**

**ADDITIONAL ACCESS TO CONTRACTOR AND SUBCONTRACTOR RECORDS IN THE UNITED
STATES CENTRAL COMMAND THEATER OF OPERATIONS (DEVIATION [2015-O0013]) (DATED)**

(a) In addition to any other existing examination-of-records authority, the Department of Defense is authorized to examine any records of the Contractor to the extent necessary to ensure that funds available under this contract are not—

- 1) Subject to extortion or corruption; or
- 2) Provided, directly or indirectly, to persons or entities that are actively supporting an insurgency or otherwise actively opposing United States or coalition forces in a contingency operation.

(b) The substance of this clause, including this paragraph (b), is required to be included in subcontracts under this contract that have an estimated value over \$100,000.

**252.225-7995 Contractor Personnel Performing in the United States Central Command Area of
Responsibility. (DEVIATION 2017-00004) CONTRACTOR PERSONNEL PERFORMING IN THE
UNITED STATES
CENTRAL COMMAND AREA OF RESPONSIBILITY (DEVIATION 2017-00004) (SEP 2017)**

(a) Definitions. As used in this clause—

"Combatant Commander" means the Commander of the United States Central Command Area of Responsibility.

"Contractors authorized to accompany the Force," or "CAAF," means contractor personnel, including all tiers of subcontractor personnel, who are authorized to accompany U.S. Armed Forces in applicable operations and have been afforded CAAF status through a letter of authorization. CAAF generally include all U.S. citizen and third-country national employees not normally residing within the operational area whose area of performance is in the direct vicinity of U.S. Armed Forces and who routinely are collocated with the U.S. Armed Forces (especially in non-permissive environments).

Personnel collocated with U.S. Armed Forces shall be afforded CAAF status through a letter of authorization. In some cases, Combatant Commander subordinate commanders may designate mission-essential host nation or local national contractor employees (e.g., interpreters) as CAAF. CAAF includes contractors previously identified as contractors deploying with the U.S. Armed Forces. CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Designated reception site" means the designated place for the reception, staging, integration, and onward movement of contractors deploying during a contingency. The designated reception site includes assigned joint reception centers and other Service or private reception sites.

"Law of war" means that part of international law that regulates the conduct of armed hostilities. The law of war encompasses all international law for the conduct of hostilities binding on the United States or its individual citizens, including treaties and international agreements to which the United States is a party, and applicable customary international law.

"Non-CAAF" means personnel who are not designated as CAAF, such as local national (LN)

employees and non-LN employees who are permanent residents in the operational area or third-country nationals not routinely residing with U.S. Armed Forces (and third-country national expatriates who are permanent residents in the operational area) who perform support functions away from the close proximity of, and do not reside with, U.S. Armed Forces. Government-furnished support to non-CAAF is typically limited to force protection, emergency medical care, and basic human needs (e.g., bottled water, latrine facilities, security, and food when necessary) when performing their jobs in the direct vicinity of U.S. Armed Forces. Non-CAAF status does not apply to contractor personnel in support of applicable operations within the boundaries and territories of the United States.

"Subordinate joint force commander" means a sub-unified commander or joint task force commander.

(b) General.

- 1) This clause applies to both CAAF and non-CAAF when performing in the United States Central Command (USCENTCOM) Area of Responsibility (AOR).
- 2) Contract performance in USCENTCOM AOR may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the Contractor accepts the risks associated with required contract performance in such operations.
- 3) When authorized in accordance with paragraph (j) of this clause to carry arms for personal protection, contractor personnel are only authorized to use force for individual self-defense.
- 4) Unless immune from host nation jurisdiction by virtue of an international agreement or international law, inappropriate use of force by contractor personnel authorized to accompany the U.S. Armed Forces can subject such personnel to United States or host nation prosecution and civil liability (see paragraphs (d) and (j)(3) of this clause).
- 5) Service performed by contractor personnel subject to this clause is not active duty or service under 38 U.S.C. 106 note.

(c) Support.

(1)(i) The Combatant Commander will develop a security plan for protection of contractor personnel in locations where there is not sufficient or legitimate civil authority, when the Combatant Commander decides it is in the interests of the Government to provide security because-

- (A) The Contractor cannot obtain effective security services;
- (B) Effective security services are unavailable at a reasonable cost; or
- (C) Threat conditions necessitate security through military means.

(ii) In appropriate cases, the Combatant Commander may provide security through military means, commensurate with the level of security provided DoD civilians.

(2)(i) Generally, CAAF will be afforded emergency medical and dental care if injured while

supporting applicable operations. Additionally, non-CAAF employees who are injured while in the vicinity of U. S. Armed Forces will normally receive emergency medical and dental care. Emergency medical and dental care includes medical care situations in which life, limb, or eyesight is jeopardized. Examples of emergency medical and dental care include examination and initial treatment of victims of sexual assault; refills of prescriptions for life-dependent drugs; repair of broken bones,

lacerations, infections; and traumatic injuries to the dentition. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides emergency medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized.

(3) Contractor personnel must have a Synchronized Predeployment and Operational Tracker (SPOT)-generated letter of authorization signed by the Contracting Officer in order to process through a deployment center or to travel to, from, or within the USCENTCOM AOR. The letter of authorization also will identify any additional authorizations, privileges, or Government support that Contractor personnel are entitled to under this contract. Contractor personnel who are issued a letter of authorization shall carry it with them at all times while deployed.

(4) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the USCENTCOM AOR under this contract.

(d) Compliance with laws and regulations.

(1) The Contractor shall comply with, and shall ensure that its personnel performing in the USCENTCOM AOR are familiar with and comply with, all applicable-

(i) United States, host country, and third country national laws;

(ii) Provisions of the law of war, as well as any other applicable treaties and international agreements;

(iii) United States regulations, directives, instructions, policies, and procedures;
and

(iv) Orders, directives, and instructions issued by the Combatant Commander, including those relating to force protection, security, health, safety, or relations and interaction with local nationals.

(2) The Contractor shall institute and implement an effective program to prevent violations of the law of war by its employees and subcontractors, including law of war training in accordance with paragraph (e)(I)(vii) of this clause.

(3) The Contractor shall ensure that CAAF and non-CAAF are aware-

(i) Of the DoD definition of "sexual assault" in DoDD 6495.01, Sexual Assault Prevention and Response Program;

(ii) That the offenses addressed by the definition are covered under the Uniform Code of Military Justice (see paragraph (e)(2)(iv) of this clause). Other sexual misconduct may constitute offenses under the Uniform Code of Military Justice, or another Federal law, such as the Military Extraterritorial Jurisdiction Act, or host nation laws; and

(iii) That the offenses not covered by the Uniform Code of Military Justice may nevertheless have consequences to the contractor employees (see paragraph (h)(l) of this clause).

(4) The Contractor shall report to the appropriate investigative authorities, identified in paragraph (d)(6) of this clause, any alleged offenses under-

(i) The Uniform Code of Military Justice (chapter 47 of title 10, United States Code) (applicable to contractors serving with or accompanying an armed force in the field during a declared war or contingency operations); or

(ii) The Military Extraterritorial Jurisdiction Act (chapter 212 of title 18, United States Code).

(5) The Contractor shall provide to all contractor personnel who will perform work on a contract in the deployed area, before beginning such work, information on the following:

(i) How and where to report an alleged crime described in paragraph (d)(4) of this clause.

(ii) Where to seek victim and witness protection and assistance available to contractor personnel in connection with an alleged offense described in paragraph (d)(4) of this clause.

(iii) This section does not create any rights or privileges that are not authorized by law or DoD policy.

(6) The appropriate investigative authorities to which suspected crimes shall be reported include the following-

(i) US Army Criminal Investigation Command at <http://www.cid.army.mil/index.html>;

(ii) Air Force Office of Special Investigations at <http://www.osi.af.mil>;

(iii) Navy Criminal Investigative Service at <http://www.ncis.navy.mil/Pages/publicdefault.aspx>;

(iv) Defense Criminal Investigative Service at <http://www.dodig.mil/HOTLINE/index.html>;

base. (v) Any command of any supported military element or the command of any

(7) Personnel seeking whistleblower protection from reprisals for reporting criminal acts shall seek guidance through the DoD Inspector General hotline at 800- 424- 9098 or www.dodig.mil/HOTLINE/index.html. Personnel seeking other forms of victim or witness protections should contact the nearest military law enforcement office.

(8) The Contractor shall ensure that Contractor employees supporting the U.S. Armed Forces deployed outside the United States are aware of their rights to-

(i) Hold their own identity or immigration documents, such as passport or driver's license;

(ii) Receive agreed upon wages on time;

(iii) Take lunch and work-breaks;

(iv) Elect to terminate employment at any time;

(v) Identify grievances without fear of reprisal;

(vi) Have a copy of their employment contract in a language they understand;

(vii) Receive wages that are not below the legal in-country minimum wage;

(viii) Be notified of their rights, wages, and prohibited activities prior to signing their employment contract; and

(ix) If housing is provided, live in housing that meets host-country housing and safety standards.

(e) Preliminary personnel requirements.

(1) The Contractor shall ensure that the following requirements are met prior to deploying CAAF (specific requirements for each category will be specified in the statement of work or elsewhere in the contract):

(i) All required security and background checks are complete and acceptable.

(ii) All CAAF deploying in support of an applicable operation-

(A) Are medically, dentally, and psychologically fit for deployment and performance of their contracted duties;

(B) Meet the minimum medical screening requirements, including theater- specific medical qualifications as established by the geographic Combatant Commander (as posted to the Geographic Combatant Commander's website or other venue); and contract.

(C) Have received all required immunizations as specified in the

(1) During predeployment processing, the Government will provide, at no cost to the Contractor, any military-specific immunizations and/or medications not available to the general public.

(2) All other immunizations shall be obtained prior to arrival at the deployment center.

(3) All CAAF and, as specified in the statement of work, select non-CAAF shall bring to the USCENTCOM AOR a copy of the U.S. Centers for Disease Control and Prevention (CDC) Form 731, International Certificate of Vaccination or Prophylaxis as approved by the World Health Organization, (also known as "shot record" or "Yellow Card") that shows vaccinations are current

(iii) Deploying personnel have all necessary passports, visas, and other documents required to enter and exit the USCENTCOM AOR and have a Geneva Conventions identification card, or other appropriate DoD identity credential, from the deployment center.

(iv) Special area, country, and theater clearance is obtained for all personnel deploying. Clearance requirements are in DoD Directive 4500.54E, DoD Foreign Clearance Program. For this purpose, CAAF are considered non-DoD contractor personnel traveling under DoD sponsorship.

(v) All deploying personnel have received personal security training. At a minimum, the training shall-

(A) Cover safety and security issues facing employees overseas;

(B) Identify safety and security contingency planning activities; and

(C) Identify ways to utilize safety and security personnel and other resources appropriately.

(vi) All personnel have received isolated personnel training, if specified in the contract, in accordance with DoD Instruction 1300.23, Isolated Personnel Training for DoD Civilian and Contractors.

(vii) Personnel have received law of war training as follows:

(A) Basic training is required for all CAAF. The basic training will be provided through-

(1) A military-run training center; or

(2) A web-based source, if specified in the contract or approved by the Contracting Officer.

(B) Advanced training, commensurate with their duties and responsibilities, may be required for some Contractor personnel as specified in the contract.

(2) The Contractor shall notify all personnel who are not a host country national, or who are not ordinarily resident in the host country, that such employees, and dependents residing with such employees, who engage in conduct outside the United States that would constitute an offense punishable by imprisonment for more than one year if the conduct had been engaged in within the special maritime and territorial jurisdiction of the United States, may potentially be subject to the criminal jurisdiction of the United States in accordance with the Military Extraterritorial Jurisdiction Act of 2000 (18 U.S.C. 3261, et seq.);

(3) The Contractor shall notify all personnel that-

(i) Pursuant to the War Crimes Act (18 U.S.C. 2441), Federal criminal jurisdiction also extends to conduct that is determined to constitute a war crime;

(ii) Other laws may provide for prosecution of U.S. nationals who commit offenses on the premises of U.S. diplomatic, consular, military or other U.S. Government missions outside the United States (18 U.S.C. 7(9)) or non-U.S. nationals who commit crimes against U.S. nationals in those places; and

(iii) In time of declared war or a contingency operation, CAAF are subject to the jurisdiction of the Uniform Code of Military Justice under 10 U.S.C. 802(a)(10).

(iv) Such employees are required to report offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(v) Such employees will be provided victim and witness protection and assistance.

(f) Processing and departure points. CAAF shall-

(1) Process through the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met, including the requirements specified in paragraph (e)(l) of this clause;

(2) Use the point of departure and transportation mode directed by the Contracting Officer;
and

(3) Process through a designated reception site (DRS) upon arrival at the deployed location. The DRS will validate personnel accountability, ensure that specific USCENTCOM AOR entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Contractor Accountability and Personnel Data.

The Synchronized Predeployment and Operational Tracker (SPOT) is the joint web-based database to assist the Combatant Commanders in maintaining awareness of the nature, extent, and potential risks and capabilities associated with contracted support for contingency operations, humanitarian assistance and peacekeeping operations, or military exercises designated by USCENTCOM.

(1) Contractors shall account for all CAAF and non-CAAF personnel in SPOT by name.

(2) Registration. The Contractor shall comply with SPOT registration requirements.

(i) Contractor appointed company administrators for unclassified contracts shall register for a SPOT account at <https://spot.dmdc.mil>. For classified contracts, users shall access SPOT at <https://spot.dmdc.osd.smil.mil>.

(ii) Register in SPOT using one of the following log-in methods-

(A) A Common Access Card (CAC) or a SPOT-approved digital certificate;
or

(B) A Government-sponsored SPOT user ID and password. This type of log-in method is only allowed for those individuals who are not authorized to obtain a

CAC or an external digital certificate, and requires SPOT Program Management Office approval.

(iii) The SPOT Customer Support Team must validate user need. This process may take 2 business days. Contractor representatives will be contacted to validate contractor administrator account requests and determine the appropriate level of user access.

(iv) Refer to the OSD Program Support website at <http://www.acg.osd.mil/log/PS/spot.html> for the SPOT Business Rules, additional training resources, documentation regarding registration, and use of SPOT.

(3) Compliance with SPOT.

(i) The Contractor shall comply with the SPOT Business Rules located at <http://www.acg.osd.mil/log/PS/spot.html>.

(A) The Contractor shall enter into the SPOT web-based system the required information on Contractor personnel prior to deployment to the designated operational area and shall continue to use the SPOT web-based system to maintain accurate, up-to-date information throughout the deployment for applicable Contractor personnel.

(B) The Contractor shall ensure the in-theater arrival date (ITAD), deployment closeout dates and changes to the status of individual Contractor personnel relating to their ITAD and their duty location, to include closing out the deployment with their proper status (e.g., mission complete, killed, wounded) are updated in the system in accordance with the processes and timelines established in the SPOT business rules.

(ii) SPOT non-compliance and deficiencies will be relevant to past performance evaluations for future contract opportunities in accordance with FAR subpart 42.15, Contractor Performance Information.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this contract. Such action may be taken at the Government's discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall identify all personnel who occupy a position designated as mission essential and ensure the continuity of essential Contractor services during designated operations, unless, after consultation with the Contracting Officer, Contracting Officer's representative, or local commander, the Contracting Officer directs withdrawal due to security conditions.

(3) The Contractor shall ensure that contractor personnel follow the guidance at paragraph (e)(2)(v) of this clause and any specific Combatant Commander guidance on reporting offenses alleged to have been committed by or against contractor personnel to appropriate investigative authorities.

(4) Contractor personnel shall return all U.S. Government-issued identification, to include the Common Access Card, to appropriate U.S. Government authorities at the end of their deployment (or, for non-CAAF, at the end of their employment under this contract).

(i) Military clothing and protective equipment.

(1) Contractor personnel are prohibited from wearing military clothing unless specifically authorized in writing by the Combatant Commander. If authorized to wear military clothing, contractor personnel must-

(i) Wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures; and

(ii) Carry the written authorization with them at all times.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective equipment.

(3) The deployment center, or the Combatant Commander, shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the USCENTCOM AOR be authorized to carry weapons for individual self-defense, the request shall be made through the Contracting Officer to the Combatant Commander, in accordance with DoD Instruction 3020.41. The Combatant Commander will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons and ammunition will be allowed.

(2) If contractor personnel are authorized to carry weapons in accordance with paragraph (j)(l) of this clause, the Contracting Officer will notify the Contractor what weapons and ammunition are authorized.

(3) The Contractor shall ensure that its personnel who are authorized to carry weapons-

(i) Are adequately trained to carry and use them-

(A) Safely;

(B) With full understanding of, and adherence to, the rules of the use of force issued by the Combatant Commander; and

(C) In compliance with applicable agency policies, agreements, rules, regulations, and other applicable law;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922;

(iii) Adhere to all guidance and orders issued by the Combatant Commander regarding possession, use, safety, and accountability of weapons and ammunition;

(iv) Comply with applicable Combatant Commander and local commander force-protection policies; and

(v) Understand that the inappropriate use of force could subject them to U.S. or host-nation prosecution and civil liability.

(4) Whether or not weapons are Government-furnished, all liability for the use of any weapon by contractor personnel rests solely with the Contractor and the Contractor employee using such weapon.

(5) Upon redeployment or revocation by the Combatant Commander of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(k) Vehicle or equipment licenses. Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the USCENTCOM AOR.

(1) Purchase of scarce goods and services. If the Combatant Commander has established an organization for the USCENTCOM AOR whose function is to determine

that certain items are scarce goods or services, the Contractor shall coordinate with that organization local purchases of goods and services designated as scarce, in accordance with instructions provided by the Contracting Officer.

(m) Evacuation.

(1) If the Combatant Commander orders a mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(n) Next of kin notification and personnel recovery.

(1) The Contractor shall be responsible for notification of the employee- designated next of kin in the event an employee dies, requires evacuation due to an injury, or is isolated, missing, detained, captured, or abducted.

(2) The Government will assist in personnel recovery actions in accordance with DoD Directive 3002.01E, Personnel Recovery in the Department of Defense.

(o) Mortuary affairs. Contractor personnel who die while in support of the U.S. Armed Forces shall be covered by the DoD mortuary affairs program as described in DoD Directive 1300.22, Mortuary Affairs Policy, and DoD Instruction 3020.41, Operational Contractor Support.

(p) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in the place of performance or Government- furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph (p) shall be subject to the provisions of the Changes clause of this contract.

(q) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph (q), in all subcontracts when subcontractor personnel are performing in the USCENTCOM AOR.

252.225-7997 Contractor Demobilization. (DEVIATION 2013-O0017) CONTRACTOR DEMOBILIZATION (DEVIATION 2013-O0017) (AUGUST 2013)

(a) Generally, the Contractor is responsible for demobilizing all of its personnel and equipment from the Afghanistan Combined Joint Operations Area (CJOA).

(b) Demobilization plan. The Contractor shall submit a demobilization plan to the Contracting Officer for approval a minimum of 120 calendar days prior to the end of the current contract performance period or as otherwise directed by the Contracting Officer. Upon acceptance of the demobilization plan by the Contracting Officer, the demobilization plan becomes a material part of the contract and the Contractor agrees to fully perform its demobilization in accordance with that plan. The demobilization plan shall address the items specified in this clause and must demonstrate the Contractor's plans and ability to remove its personnel and equipment from the CJOA and to return Government property no later than 30 days after the expiration of the current period of performance.

(c) Demobilization plan implementation. Every 30 calendar days after incorporation of the plan into the contract, or as otherwise directed by the Contracting Officer, the Contractor shall provide written information to the Contracting Officer and Contracting Officer Representative that addresses the Contractor's progress in implementing the plan. The Contractor shall continue to provide the information in the preceding sentence until the Contractor has completely and properly demobilized. If the Contracting Officer or Contracting Officer Representative identifies deficiencies with the plan, as approved, or with the implementation of that plan, the Contractor shall submit a corrective action plan (CAP) to those officials within five calendar days to remedy those deficiencies. The Contracting Officer shall review the CAP within five calendar days to determine whether the CAP is acceptable. Upon approval by the Contracting Officer, the CAP becomes a material part of the demobilization plan.

(d) Plan contents

(1) The plan shall identify the method of transportation (air, ground) the Contractor intends to use to remove its personnel and equipment from the CJOA and whether that method of transportation is Government or Contractor-furnished. If Government-furnished transportation is authorized, the plan must identify the contract term or condition which authorizes Government transportation of the personnel and equipment associated with this contract.

(2) The plan shall identify the number of Contractor personnel to be demobilized by category (U.S. citizens, Third Country Nationals (TCN), Local Nationals (LN)) and, for U.S. and TCN personnel, identify the point of origin or home country to which they will be transported and the timeline for accomplishing that objective. If U.S. or TCN employees have authorization to remain in the CJOA after completion of demobilization, the plan shall identify the name each individual, their nationality, their location in the CJOA, and provide a copy of the authorization.

The plan shall also identify whether the Contractor needs the Contracting Officer to extend the Letters of Authorization (LOA) for any Contractor personnel to execute the demobilization plan.

(3) The plan shall identify all Contractor equipment and the timeline for accomplishing its demobilization. The Contractor shall identify all equipment, whether or not it is covered by CJTSCC Acquisition Instruction Clause "Inbound / Outbound Cargo and Contractor Equipment Census." The plan shall also specify whether the Contractor intends to leave any equipment in the CJOA, a list of all such equipment, including its location, and the reason(s) therefor.

(4) The plan shall identify all Government property provided or made available to the Contractor under this contract or through any separate agreement or arrangement (e.g., Installation Mayors, Garrison Commanders). The plan shall also identify the timeline for vacating or returning that property to the Government, including proposed dates for conducting joint inspections.

(e) Demobilization requirements:

(1) The Contractor shall demobilize and return its personnel to their point of origin or home country according to the approved demobilization plan.

(2) The Contractor is not authorized to use Government-furnished transportation unless specifically authorized in this contract.

(3) The Contractor may request an extension of the LOAs only for those Contractor personnel whose presence is required to execute the approved demobilization plan. The Contractor shall submit its request no later than 30 calendar days prior to the expiration of the current period of performance. LOAs may only be extended for a period up to 30 calendar days after expiration of the current performance period. The request shall contain the following information:

(i) The names of each individual requiring an extension.

(ii) The required extension period.

(iii) The justification for each extension (e.g., the specific function(s) the individual will perform during the demobilization period). The Contractor is not entitled to any additional compensation if LOAs are extended.

(4) The Contractor shall close out their employees deployments with the proper status entered into the Synchronized Pre-Deployment Operational Tracker (SPOT)

database (e.g. active, redeployed, no-shows, killed, injured) within 72 hours of their employee's re-deployment and, if applicable, release their personnel in SPOT.

(5) All Contractor equipment that is lost, abandoned or unclaimed personal property that comes into the custody or control of the Government after the demobilization period has ended may be sold or otherwise disposed of in accordance with 10 U.S.C. section 2575. Notwithstanding the previous sentence and the Government's authority under 10 U.S.C. section 2575, the Government may exercise any other contractual rights for the Contractor's failure to perform in accordance with its demobilization plan.

(6) If the Contractor waives its interest to all lost, abandoned or unclaimed personal property, the Contractor may still be liable for all costs incurred by the Government to remove or dispose of the abandoned property.

(7) The Government may dispose of any and all lost, unclaimed, or abandoned personal property in accordance with 10 U.S.C. section 2575.

(8) The Contractor shall return all Government property provided or made available under this contract or through any separate agreement. The Contractor shall report all lost or damaged Government property in accordance with DFARS 52.245-1(h) unless other procedures are identified in the contract or separate agreement. If the Government inspects the property and finds that damages or deficiencies have not been reported by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies or replace the loss.

(9) The Contractor is liable for all cleanup, clearing, and/or environmental remediation expenses incurred by the Government in returning a Government facility to its original condition. If damages or deficiencies are discovered during the inspection of said facility, the Contractor shall make the necessary repairs or corrections and then notify the Installation Mayor, Garrison Commander, or their designees to arrange for a re-inspection of the facility. If the Installation Mayor or Garrison Commander inspects the facility and finds that damages or deficiencies have not been repaired or corrected by the end of the demobilization period, the Government may reduce payments under the contract by the amounts required to correct the damages or deficiencies.

(10) The Contractor shall ensure that all employees, including all subcontractor employees at all tiers, return installation and/or access badges to the local Access Control Badging Office for de-activation and destruction according to the approved demobilization plan. The Contractor shall submit a Badge Termination Report to ensure each record is flagged and the badge is revoked. If an employee's badge is not returned, the Contractor shall submit a Lost, Stolen or Unrecovered Badge Report to the

appropriate Access Control Badging Office. Contractor employees in possession of a Common Access Card (CAC) shall be responsible for turning in the CAC upon re- deployment through a CONUS Replacement Center in the United States. Failure to comply with these requirements may result in delay of final payment.

(f) Subcontracts. The Contractor shall include the substance of this clause, including this paragraph (f), in all subcontracts.

252.229-7014 Taxes—Foreign Contracts in Afghanistan. TAXES—FOREIGN CONTRACTS IN AFGHANISTAN (DEC 2015)

(a) This acquisition is covered by the Security and Defense Cooperation Agreement (the Agreement) between the Islamic Republic of Afghanistan and the United States of America signed on September 30, 2014, and entered into force on January 1, 2015.

(b) The Agreement exempts the Department of Defense (DoD), and its contractors and subcontractors (other than those that are Afghan legal entities or residents), from paying any tax or similar charge assessed on activities associated with this contract within Afghanistan. The Agreement also exempts the acquisition, importation, exportation, reexportation, transportation, and use of supplies and services in Afghanistan, by or on behalf of DoD, from any taxes, customs, duties, fees, or similar charges in Afghanistan.

(c) The Contractor shall exclude any Afghan taxes, customs, duties, fees, or similar charges from the contract price, other than those charged to Afghan legal entities or residents.

(d) The Agreement does not exempt Afghan employees of DoD contractors and subcontractors from Afghan tax laws. To the extent required by Afghan law, the Contractor shall withhold tax from the wages of these employees and remit those payments to the appropriate Afghanistan taxing authority. These withholdings are an individual's liability, not a tax against the Contractor.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts, including subcontracts for commercial items.

252.232-7014 Notification of Payment in Local Currency (Afghanistan).

NOTIFICATION OF PAYMENT IN LOCAL CURRENCY (AFGHANISTAN) (SEP 2014)

(a) The contract resulting from this solicitation will be paid in Afghani (local currency) if the contract is awarded to a host nation vendor (Afghan),

pursuant to the authority of USCENTCOM Fragmentary Order (FRAGO) 09- 1567 and FRAGO 10-143. Contract payment will be made in Afghani (local currency) via electronic funds transfer (EFT) to a local (Afghan) banking institution, unless an exception in paragraph (c) applies. Contracts shall not be awarded to host nation vendors who do not bank locally. If award is made to other than a host nation vendor, the contract will be awarded in U.S. dollars.

(b) Vendors shall submit quotations and offers in U.S. dollars. If the contract is awarded to an Afghan vendor, the quotation or offer will be converted to Afghani using a Government budget rate of [Insert current budget rate here.] Afghani per U.S. dollar.

(c) By exception, the following forms of payment are acceptable, in the following order of priority, when the local finance office determines that EFT using ITS.gov is not available:

(1) EFT using Limited Depository Account (LDA).

(2) Check from the local finance office LDA.

(3) Local currency cash payments in Afghani (must be approved in writing by the local finance office and contracting office prior to contract award). Payments in cash are restricted to contracts when—

(i) The vendor provides proof via a letter from the host nation banking institution that it is not EFT capable; and

(ii) The local finance office validates that the vendor's banking institution is not EFT capable. Cash payments will be made in Afghani.

5152.225-5902 FITNESS FOR DUTY AND MEDICAL/DENTAL CARE LIMITATIONS (JUN 2015)

(a) The contractor shall ensure the individuals they deploy are in compliance with the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy, including TAB A, Amplification of the Minimal Standards of Fitness for Deployment to the CENTCOM AOR, unless a waiver is obtained in accordance with TAB C, CENTCOM Waiver Request. The current guidance is located at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>.

(b) The contractor shall perform the requirements of this contract notwithstanding the fitness for duty of deployed employees, the provisions for care offered under this section, and redeployment of individuals determined to be unfit.

(c) Contractor personnel who deploy for multiple tours, which exceed 12 months in total, must be re-evaluated for fitness to deploy every 12 months IAW the current USCENTCOM Individual Protection and Individual/Unit Deployment Policy standards. An examination will remain valid for 15 months from the date of the physical. This allows an examination to be valid up to 90 days prior to deployment. Once a deployment begins, the examination will only be good for a maximum of 12 months. Any medical waivers received will be valid for a maximum of 12 months. Failure to obtain an updated medical waiver before the expiration of the current waiver renders the employee unfit and subject to redeployment.

(d) The contractor bears the responsibility for ensuring all employees are aware of the conditions and medical treatment available at the performance location. The contractor shall include this information in all subcontracts with performance in the theater of operations.

(e) In accordance with military directives (DoDI 3020.41, DoDI 6000.11, CFC FRAGO 09- 1038, DoD Federal Acquisition Regulation Supplement (DFARS) PGI 225.74), resuscitative care, stabilization, hospitalization at a Role 3 military treatment facility (MTF) for emergency life-limb-eyesight care will be provided along with assistance for urgent patient movement. Subject to availability, an MTF may provide reimbursable treatment for emergency medical or dental services (e.g., broken bones, lacerations, broken teeth or lost fillings).

(f) Routine and primary medical care are not authorized. Pharmaceutical services are not authorized for known or routine prescription drug needs of the individual. Routine dental care, examinations and cleanings are not authorized

(g) Notwithstanding any other provision of the contract, the contractor shall be liable for any and all medically-related services or patient movement rendered. To view reimbursement rates that will be charged for services at all DoD deployed medical facilities please go to the following website:
<http://comptroller.defense.gov/FinancialManagement/Reports/rates2014.aspx>.

5152.225-5904 MONTHLY CONTRACTOR CENSUS REPORTING (AUG 2014)

Contractor shall provide monthly employee census information to the Contracting Officer, by province, for this contract. Information shall be submitted either electronically or by hard-copy. Information shall be current as of the 25th day of each month and received by the Contracting Officer no later than the first day of the following month. The following information shall be provided for each province in which work was performed:

The total number (prime and subcontractors at all tiers) employees.

The total number (prime and subcontractors at all tiers) of U.S. citizens.

The total number (prime and subcontractors at all tiers) of local nationals (LN).

The total number (prime and subcontractors at all tiers) of third-country nationals (TCN). Name of province in which the work was performed.

The names of all company employees who enter and update employee data in the Synchronized Pre-deployment & Operational Tracker (SPOT) IAW DFARS 252.225-7995 or DFARS DoD class deviation 2014-00018.

5152.225-5907 MEDICAL SCREENING AND VACCINATION REQUIREMENTS FOR CONTRACTOR EMPLOYEES OPERATING IN THE CENTCOM AREA OF RESPONSIBILITY (AOR) (JUN 2015)

(a) All contractor employees are required to be medically, dentally, and psychologically fit for deployment and performance of their contracted duties as outlined in the Defense Federal Acquisition Regulation Supplement (DFARS) clause 252.225-7995, Contractor Personnel Performing in the United States Central Command Area of Responsibility. This clause requires all contractor personnel to meet the theater specific medical qualifications established by the Geographic Combatant Commander before deploying to, being granted installation access, or performing work under the resultant contract. In the USCENTCOM Area of Operation (AOR), the required medical screening, immunizations, and vaccinations are specified in the current USCENTCOM individual Protection and Individual Unit Deployment Policy and DoD Instruction (DODI) 3020.41, Operational Contract Support (OCS). Current medical screening, immunization, and vaccination requirements are available at <http://www2.centcom.mil/sites/contracts/Pages/GCP.aspx>. The current DODI is available at <http://www.dtic.mil/whs/directives/corres/ins1.html>. The current list of immunization and vaccination requirements are available at <http://www.vaccines.mil>.

(b) The USCENTCOM policy requires contractors to ensure adequate health management is available for Tuberculosis (TB) screening, diagnosis, treatment, and isolation during the life of the contract. This includes management and compliance with all prescribed public health actions regarding TB and the responsibility to ensure adequate health management is available at the Contractor's medical provider or local economy provider's location for all contractor and subcontractor employees throughout the life of the contract. The contractor shall maintain medical screening documentation, in English, and make it available to the Contracting Officer, military public health personnel, or Base Operations Center installation access badging personnel upon request.

(1) U.S. Citizens are considered Small-Risk Nationals (SRNs) as the U.S. has less than 25 TB cases per 100,000 persons. A TB testing method of either a TB skin test (TST) or Interferon Gamma Release Assay (IGRA) may be used for pre-deployment and annual re-screening of all U.S. Citizens employed under the contract. For a contact investigation, all personnel with a positive TST or IGRA will be evaluated for potential active TB with a symptom screen, exposure history and CXR. A physical copy of all TST, IGRA, and/or CXRs and radiographic interpretation must be provided at the deployment center designated in the contract, or as otherwise directed by the Contracting Officer, prior to deployment and prior to installation access badge renewal.

(2) Other Country Nationals (OCNs) and Local Nationals (LNs) shall have pre-deployment/employment testing for TB using a Chest x-ray (CXR) and a symptom survey completed within 3 months prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal. This is the only way to verify interval changes should an active case of TB occur. When conducting annual re-screening, the Contractor's medical provider or local economy provider will look for interval changes from prior CXR's and review any changes in the symptom survey. A physical copy of the CXR film with radiographic interpretation showing negative TB results must be provided to the Base Operations Center prior to the start of deployment/employment, with annual re-screening prior to installation access badge renewal.

(3) After arrival in the USCENTCOM AOR, all cases of suspected or confirmed active TB must be reported to the theater Preventive Medicine (PM) Physician and/or TB Consultant within 24 hours. Contact tracing, and medical coding, have specific requirements. After consultation with the Theater PM or TB Consultant, the contractor or sub-contractor with suspected or confirmed TB are required to be evacuated to the closest civilian hospital for treatment. The Contractor is responsible for management and compliance with all prescribed public health actions. The employee, contractor/sub-contractor shall be transported out of theater following three (3) consecutive negative sputum smears.

(c) All employees, contractors and sub-contractors, involved in food service, water and/or ice production facilities must be pre-screened prior to deployment and re-screened annually for signs and symptoms of infectious diseases. This includes a stool sample test for ova and parasites. Additionally, all employees, contractors and sub-contractors, will have completed: (1) the full series of immunization for Typhoid and Hepatitis "A" (full series) immunizations per the Centers for Disease Control and Prevention guidelines (e.g. typhoid vaccination booster is required every 2 years); (2) the required TB tests; and (3) screening for Hepatitis B and C.

(d) Proof of pre-deployment and deployment medical screening, immunizations, and vaccinations (in English) for employees, contractors and sub-contractors shall be made available to the designated Government representative throughout the life of the contract, and provided to the Contracting Officer, for a minimum of six (6) years and (3) months from the date of final payment under the contract.

5152.225-5908 GOVERNMENT FURNISHED CONTRACTOR SUPPORT (JUN 2015)

The following is a summary of the type of support the Government will provide the contractor. Services will be provided to contractors at the same level as they are provided to military and DoD civilian personnel. In the event of any discrepancy between this summary and the description of services in the Statement of Work, this clause will take precedence. These services are only provided at the following locations: *[Contracting Officer must enter the names of the operating locations of the contractor that the requiring activity has properly coordinated with the respective Forward Operating Base (FOB) Mayor(s)].* When contractor employees are

in transit, all checked blocks are considered authorized. *NOTE: The services marked in this special clause must be consistent with information marked on the approved GFLSV form.*

U.S. Citizens

- | | | |
|--|---|---|
| <input type="checkbox"/> APO/MPO/DPO/Postal | DFACs**** | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Service Authorized | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR (inter/intra theater) |
| <input type="checkbox"/> Weapon***** Billeting*** | <input type="checkbox"/> Fuel | <input type="checkbox"/> MWR |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Authorized | |
| <input type="checkbox"/> Controlled Access Card | <input type="checkbox"/> Govt Furnished | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> (CAC) Installation Access | <input type="checkbox"/> Meals**** Military | <input type="checkbox"/> Military |
| <input type="checkbox"/> Badge Military Exchange | <input type="checkbox"/> Banking | Clothing |
| <input type="checkbox"/> Embassy Services Kabul** | <input type="checkbox"/> Laundry | |
| | None | |

Third-Country National (TCN) Employees

- | | | |
|--|---|--|
| <input type="checkbox"/> N/A | <input type="checkbox"/> DFACs**** | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized | <input type="checkbox"/> Excess Baggage | <input type="checkbox"/> MILAIR (inter/intra |
| <input type="checkbox"/> Weapon***** | <input type="checkbox"/> Fuel Authorized | theater) MWR |
| <input type="checkbox"/> Billeting*** | <input type="checkbox"/> Govt Furnished | <input type="checkbox"/> Military |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Meals**** Military | <input type="checkbox"/> Clothing |
| <input type="checkbox"/> Controlled Access Card | <input type="checkbox"/> Banking | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> (CAC) Installation Access | <input type="checkbox"/> Laundry | All |
| <input type="checkbox"/> Badge Military Exchange | y None | |

Local National (LN) Employees

- | | | |
|--|---|--|
| <input type="checkbox"/> N/A | DFACs**** | <input type="checkbox"/> Mil Issue Equip |
| <input type="checkbox"/> Authorized | <input type="checkbox"/> Excess | <input type="checkbox"/> MILAIR (intra |
| <input type="checkbox"/> Weapon***** | <input type="checkbox"/> Baggage Fuel | theater) MWR |
| <input type="checkbox"/> Billeting*** | <input type="checkbox"/> Authorized | <input type="checkbox"/> Military |
| <input type="checkbox"/> CAAF* | <input type="checkbox"/> Govt Furnished | <input type="checkbox"/> Clothing |
| <input type="checkbox"/> Controlled Access Card | <input type="checkbox"/> Meals**** Military | <input type="checkbox"/> Transportation |
| <input type="checkbox"/> (CAC) Installation Access | <input type="checkbox"/> Banking | All |
| <input type="checkbox"/> Badge Military Exchange | <input type="checkbox"/> Laundry | |
| | y None | |

* CAAF is defined as Contractors Authorized to Accompany Forces.

** Applies to US Embassy Life Support in Afghanistan only. See special note below regarding Embassy support.

*** Afghanistan Life Support. Due to the drawdown of base life support facilities throughout the country, standards will be lowering to an “expeditionary” environment. Expeditionary standards will be base specific, and may include down grading from permanent housing (b-huts, hardened buildings) to temporary tents or other facilities.

****Check the “DFAC” AND “Government Furnished Meals” boxes if the contractor will have access to the DFAC at no cost. “Government Furnished Meals” (GFM) is defined as meals at no cost to the contractor (e.g, MREs, or meals at the DFAC. If GFM is checked, “DFAC” must also be checked.

Due to drawdown efforts, DFACS may not be operational. Hot meals may drop from three per day to one or none per day. MREs may be substituted for DFAC-provided meals; however, contractors will receive the same meal standards as provided to military and DoD civilian personnel.

*****Military Banking indicates “approved use of military finance offices to either obtain an Eagle Cash Card or cash checks.

*****Authorized Weapon indicates this is a private security contract requirement and contractor employees, upon approval, will be authorized to carry a weapon. If the service is NOT a private security contract, the checking of this box does NOT authorize weapons for self-defense without the approval of the USFOR-A Commander in accordance with USFOR-A policy. After award, the contractor may request arming for self-defense off a U.S. installation to the Contracting Officer’s Representative and in CAAMS.

SPECIAL NOTE – US Embassy Afghanistan Life Support: The type and amount of support that the U.S. Embassy Mission in Kabul, Afghanistan, provides to contractors, if any, must be coordinated in advance between the U.S. Mission and the contracting agency in accordance with Department of State Foreign Affairs Handbook, 2-FAH-2. Contractors are not authorized to deploy personnel requiring US Mission support prior to receiving clearance from the Contracting Officer.

SPECIAL NOTE ON MILAIR – MILAIR is allowed for the transportation of DoD contractor personnel (US, TCN, LN) as required by their contract and as approved in writing by the Contracting Officer or Contracting Officer Representative. Transportation is also allowed for contractor equipment required to perform the contract when that equipment travels with the contractor employee (e.g., special radio test equipment, when the contractor is responsible for radio testing or repair)

5152.225-5914 COMMODITY SHIPPING INSTRUCTIONS (AUG 2011)

(a) **USFOR-A FRAGO 10-200.** United States Forces Afghanistan (USFOR-A) has directed that all shipments into and out of the Combined Joint Operations Area - Afghanistan (CJOA-A) be coordinated through the Defense Transportation System (DTS) in order to expedite the customs clearance process and facilitate the use of in-transit visibility for all cargo in the CJOA- A.

(b) **Information regarding the Defense Transportation System (DTS).** For instructions on shipping commodity items via commercial means using DTS, see the following websites:

1. Defense Transportation Regulation – Part II Cargo Movement - Shipper, Trans-shipper, and Receiver Requirements and Procedures:

http://www.transcom.mil/dtr/part-ii/dtr_part_ii_203.pdf

2. Defense Transportation Regulation – Part II 4 Cargo Movement – Cargo Routing and Movement: http://www.transcom.mil/dtr/part-ii/dtr_part_ii_202.pdf

3. Defense Transportation Regulation – Part V - Department of Defense Customs and Border Clearance Policies and Procedures: http://www.transcom.mil/dtr/part-v/dtr_part_v_512.pdf

(c) Responsibilities of the vendor carrier representative, shipping expediter, and/or customs broker:

1. Afghanistan Import Customs Clearance Request Procedures: The carrier, shipping expediter, and/or customs broker is responsible for being knowledgeable about the Afghan Customs Clearance Procedures.
2. Status of Customs Clearance Requests: All inquiries regarding the status of a customs clearance request prior to its submission to Department of Defense (DoD) Customs and after its return to the carrier representative or shipping expediter should be directed to the carrier or shipping agent.
3. Customs Required Documents: The carrier representative or shipping expediter is required to provide the DoD Contracting Officer Representative (COR) with all documentation that will satisfy the requirements of the Government of the Islamic Republic of Afghanistan (GIROA).

(d) Required Customs Documents: Documents must be originals (or copies with a company stamp). Electronic copies or photocopied documents will not be accepted by GIROA. The carrier is responsible for checking the current requirements for documentation with the Afghanistan Customs Department (ACD) as specified by the U.S. Embassy Afghanistan's SOP for Customs Clearance Requests Operations (<http://trade.gov/static/AFGCustomsSOP.pdf>) and paragraph 4 below.

1. The U.S. Ambassador Afghanistan diplomatic note guarantees that the U.S. Government (USG) shipments are exempt from Afghanistan Customs duties and taxes. USG shipments do not provide commercial carriers with the authority to unnecessarily delay shipments or holdover shipments in commercial storage lots and warehouses while en route to its final destination. The U.S. Embassy expects that shipments will be expedited as soon as customs clearance paperwork is received from the respective GIROA officials.

2. Imports: Documentation must list the year, make, model, and color of the commodity, the commodity Identification Number (if applicable) and for vehicles, the Engine Block Number. The following documentation is required for all import shipments:

- a. An original Customs Clearance Request (CCR) prepared by the COR in accordance with Afghanistan customs guidance referenced in paragraph 4 below.
- b. Bills of Lading (for shipments by sea), Airway Bills (for shipments by air) or Commodity Movement Request (CMRs) (for overland shipments). In the consignee block, type in "US Military". This will help the Afghan Customs officials to recognize that the shipment belongs to the US Military and, therefore, the shipment is subject to tax exemption provisions as specified under the current Diplomatic Note or Military Technical Agreement (MTA).
- c. Shipping Invoices.
- d. Packing Lists. Required only if the shipping invoice does not list the cargo.

- e. An Afghan Government Tax Exemption Form (Muaffi Nama) purchased from the Department of Customs and Revenue and prepared in the local language by the carrier representative, shipping agent, or customs broker.
- f. A Diplomatic Note, prepared by DoD Customs, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance,

Department of Customs and Exemptions. Please note that DoD Customs is not responsible for registering vehicles.

- g. Commercially-owned equipment such as vehicles, construction machinery or generators that are leased and imported to Afghanistan for the performance of a USG contract may be subject to taxes and duties as determined by GIRoA. If commercially-owned equipment is imported into Afghanistan in a duty-free status, that duty-free status only applies as long as the equipment is under the exclusive use of the USG contract. If the equipment is released at the end of the contract, applicable GIRoA duties and taxes will apply to the owner if the equipment is not exported from Afghanistan or transferred to another USG contract.
- h. USG-owned vehicles must be exported at the conclusion of the project period or transferred to another USG entity. Under certain conditions, the USG may transfer equipment or vehicles to GIRoA.

3. Exports: The following documentation is required for all export shipments:

- a. An original CCR prepared by the COR. If COR is not available, the Contracting Officer (KO) will prepare the CCR.
- b. Invoices.
- c. Packing Lists. Required only if the shipping invoice does not list the cargo.
- d. A Diplomatic Note, prepared by the DoD Customs Cell, to the Ministry of Foreign Affairs requesting the initiation of customs formalities with the Ministry of Finance, Department of Customs and Exemptions.

4. Customs requirements from the GIRoA may change with little notice. For current detailed instructions on customs guidelines in Afghanistan, refer to “The Instruction for Customs Clearance Request (Import/Export) Operations.” In all cases, the carrier is required to obtain a copy of this document, found at the following link: <http://trade.gov/static/AFGCustomsSOP.pdf>

(c) **Point of contact (POC) for customs issues is the USFOR-A Joint Security Office (JSO) J3** at DSN: 318-449-0306 or 449-0302. Commercial to DSN conversion from the United States is (732) 327-5130, choose option #1, and then dial 88-318 followed by your seven-digit DSN number.

5152.225-5915 CONTRACTOR ACCOUNTABILITY AND PERSONNEL RECOVERY (JUN 2014)

(a) Contract performance may require work in dangerous or austere conditions. Except as otherwise provided in the contract, the contractor accepts the risks associated with required contract performance in such operations.

(1) Unaccounted Personnel: It is the expectation of the USG that any contractor brought into Afghanistan for the sole purposes of performance of work on a USG contract must be accounted for at

all times by their respective employers. Additionally, contractors who maintain living quarters on a USG base shall verify the location of each of its employees' living quarters a minimum of once a month. If a DoD contracted employee becomes missing and evidence does not indicate foul play, a Personnel Recovery (PR) event is NOT automatically triggered. Such an event will be treated as an accountability battle drill by the employer's chain of command or civilian equivalent.

(2) Contractor Responsibilities: The contractor is responsible to take all necessary steps to locate and investigate the unaccounted for employee(s) whereabouts to the maximum extent practicable. To assist in this process, contractors may use the Operational Contracting Support Drawdown Cell as a resource to track or research employee's last known location and/or to view LOA's. All missing personnel will be immediately reported to the installation division Personnel Recovery Officer (PRO), Mayor's cell, Military Police Station and/or the Criminal Investigative Division, and the Base Defense Operations Center (BDOC).

(3) Contractor Provided Information: If it is determined that a potential criminal act has occurred, the USD PRO (or USFOR-A Personnel Recovery Division (PRD) with prior coordination) will attempt to validate the missing person's identity through the employer. The contractor shall provide the information to PRD within 12 hours of request. The required information the contractor should keep on file includes but is not limited to: copy of the individuals Letter of Authorization generated by the Synchronized Pre-deployment and Operational Tracker System (SPOT), copy of passport and visas, housing information of where the individual resides such as room number and location, DD Form 93, Record of Emergency Data, copy of badging, and contact information for known friends or associates.

(b) If USFOR-A PRD determines through investigation that the unaccounted personnel have voluntarily left the installation either seeking employment with another contractor or other non-mission related reasons, PRD will notify the contractor. The contractor shall ensure that all government-related documents such as LOA's, visas, etc. are terminated/reconciled appropriately within 24 hours of notification by PRD in accordance with subparagraph (a)(8) of DFARS clause 252.225-7997 entitled "Contractor Demobilization". Contractors who fail to account for their personnel or whose employees create PR events will be held in breach of their contract and face all remedies available to the Contracting Officer.

(c) Contractors shall notify the Contracting Officer, as soon as practicable, whenever employee kidnappings, serious injuries or deaths occur. Report the following information:

Contract Number

Contract Description & Location

Company Name

Reporting party: Name

Phone number

e-mail address

Victim:

Name

Gender (Male/Female)

Age
Nationality
Country of permanent residence

Incident:
Description
Location Date
and time

Other Pertinent Information

5152.247-5900 INBOUND/OUTBOUND CARGO AND CONTRACTOR EQUIPMENT CENSUS (APR 2012)

a. Movement and coordination of inbound and outbound cargo in Afghanistan is critical to ensuring an effective drawdown. The contractor shall provide visibility of their inbound cargo and equipment via the Synchronized Pre-deployment Operational Tracker (SPOT) census for their contract. This requirement includes the prime and subcontractor's at all tiers cargo and equipment. The contractor shall report any individual piece of equipment valued at \$50,000 or more. Incoming cargo and equipment census data shall be input 30 days prior to start of performance or delivery of supplies and quarterly thereafter for inbound and outbound equipment.

b. This reporting is required on Rolling Stock (RS), Non Rolling Stock (RNRS), and Twenty foot Equivalent Units (TEU). The following definitions apply to these equipment/cargo categories:

- (1) Rolling Stock (RS): All equipment with wheels or tracks, that is self-propelled, or is un-powered and can be towed by a vehicle on a roadway. Also includes standard trailer mounted equipment such as generators, water purification equipment, and other support equipment with permanent wheels. Specific examples of R/S include Wheeled Armored Vehicles (WAVS), Mine-Resistant Ambush-Protected (MRAP) family of vehicles (FOVS), and Highly Mobile Multipurpose Wheeled Vehicles (HMMWVS).
- (2) Non Rolling Stock (RNRS): All equipment that is not classified as Rolling Stock. Includes equipment that is not trailer-mounted or originally designed to be driven or towed over a roadway.
- (3) Twenty foot Equivalent Units (TEU): Standard unit for describing a ship's cargo capacity, or a shipping terminal's cargo handling capacity. One TEU represents the cargo capacity of a standard intermodal shipping container, 20 feet long, 8 feet wide, and 8.5 feet high. One TEU is equivalent to 4 QUADCONS and 3 TRICONS. One TEU has an internal volume of 1,166 cubic feet.

c. This data will be used by United States Forces-Afghanistan (USFOR-A) to assist in tracking the drawdown of Afghanistan. The contractor is responsible for movement of their own cargo and equipment. The data provided by contractors is for informational purposes only

in order to plan and coordinate the drawdown effort. The Government assumes no responsibility for contractor demobilization except as stated in individual contract terms and conditions.

(End of Clause)

Acceptable Skill Level Variation in Severable Labor Hour and Time and Material Orders/Contracts

The contractor may exceed the total number of labor hours per awarded skill level per base or option period, to a limit of 15% as long as the total task order obligated dollar amount per that base or option period is not exceeded, and as long as the contractor maintains an acceptable level of performance throughout the required period of performance. The contractor is not authorized to add new skill level categories or vary between levels within the same labor category without approval of the Government, formalized in a signed modification by the contracting officer.

SOFA Contract Clause

INVITED CONTRACTOR OR TECHNICAL REPRESENTATIVE STATUS UNDER U.S. - REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.- ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

“Commander, United States Forces Korea” (COMUSK) means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer (RO)” means a senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly

responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

(b) IC or TR status under the SOFA is subject to the written approval of USFK, Assistant Chief of Staff, Acquisition Management (FKAQ), Unit #15289, APO AP 96205-5289.

(c) The contracting officer will coordinate with HQ USFK/FKAQ, IAW FAR 25.8, and USFK Reg 700-19. FKAQ will determine the appropriate contractor status under the SOFA and notify the contracting officer of that determination.

(Continued)

Table B-1 (Cont)

SOFA Contract Clause

(d) Subject to the above determination, the contractor, including its employees and lawful dependents, may be accorded such privileges and exemptions under conditions and limitations as specified in the SOFA and USFK Reg 700-19. These privileges and exemptions may be furnished during the performance period of the contract, subject to their availability and continued SOFA status. Logistics support privileges are provided on an as-available basis to properly authorized individuals. Some logistics support may be issued as Government Furnished Property or transferred on a reimbursable basis.

(e) The contractor warrants and shall ensure that collectively, and individually, its officials and employees performing under this contract will not perform any contract, service, or other business activity in the ROK, except under U.S. Government contracts and that performance is IAW the SOFA.

(f) The contractor's direct employment of any Korean-National labor for performance of this contract shall be governed by ROK labor law and USFK regulation(s) pertaining to the direct employment and personnel administration of Korean National personnel.

(g) The authorities of the ROK have the right to exercise jurisdiction over invited contractors and technical representatives, including contractor officials, employees and their dependents, for offenses committed in the ROK and punishable by the laws of the ROK. In recognition of the role of such persons in the defense of the ROK, they will be subject to the provisions of Article XXII, SOFA, related Agreed Minutes and Understandings. In those cases in which the authorities of the ROK decide not to exercise jurisdiction, they shall notify the U.S. military authorities as soon as possible. Upon such notification, the military authorities will have the right to exercise jurisdiction as is conferred by the laws of the U.S.

(h) Invited contractors and technical representatives agree to cooperate fully with the USFK Sponsoring Agency (SA) and Responsible Officer (RO) on all matters pertaining to logistics support and theater training requirements. Contractors will provide the assigned SA prompt and accurate reports of changes in employee status as required by USFK Reg 700-19.

(i) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK. IC/TR personnel shall comply with requirements of USFK Reg 350-2.

(j) Except for contractor air crews flying Air Mobility Command missions, all U.S. contractors performing work on USAF classified contracts will report to the nearest Security Forces Information Security Section for the geographical area where the contract is to be performed to receive information concerning local security requirements.

(k) Invited Contractor and Technical Representative status may be withdrawn by USFK/FKAQ upon:

(1) Completion or termination of the contract.

(Continued)

Table B-1 (Cont)

SOFA Contract Clause

(2) Determination that the contractor or its employees are engaged in business activities in the ROK other than those pertaining to U.S. armed forces.

(3) Determination that the contractor or its employees are engaged in practices in contravention to Korean law or USFK regulations.

(l) It is agreed that the withdrawal of invited contractor or technical representative status, or the withdrawal of, or failure to provide any of the privileges associated therewith by the U.S. and USFK, shall not constitute grounds for excusable delay by the contractor in the performance of the contract and will not justify or excuse the contractor defaulting in the performance of this contract. Furthermore, it is agreed that withdrawal of SOFA status for reasons outlined in USFK Reg 700-19, Section II, paragraph 6 shall not serve as a basis for the contractor filing any claims against the U.S. or USFK. Under no circumstance shall the withdrawal of SOFA Status or privileges be considered or construed as a breach of contract by the U.S. Government.

(m) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical or emergency dental treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(n) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(Continued)

Table B-1 (Cont)

SOFA Contract Clause

(1) United States, host country, and third country national laws;

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(o) Vehicle or equipment licenses. IAW USFK Regulation 190-1, Contractor personnel shall possess the required licenses to operate all vehicles or equipment necessary to perform the contract in the theater of operations. All contractor employees/dependents must have either a Korean driver's license or a valid international driver's license to legally drive on Korean roads.

(p) Evacuation.

(1) If the COMUSK orders a non-mandatory or mandatory evacuation of some or all personnel, the Government will provide assistance, to the extent available, to United States and third country national contractor personnel.

(2) Non-combatant Evacuation Operations (NEO).

(i) The contractor shall designate a representative to provide contractor personnel and dependents information to the servicing NEO warden as required by direction of the Responsible Officer.

(ii) If contract period of performance in the Republic of Korea is greater than six months, non emergency essential contractor personnel and all IC/TR dependents shall participate in at least one USFK sponsored NEO exercise per year.

(q) Next of kin notification and personnel recovery.

- (1) The Contractor shall be responsible for notification of the employee-designated next of kin in the event an employee dies, requires evacuation due to an injury, or is missing, captured, or abducted.
- (2) In the case of missing, captured, or abducted contractor personnel, the Government will assist in personnel recovery actions in accordance with DOD Directive 2310.2, Personnel Recovery.
- (3) IC/TR personnel shall accomplish Personnel Recovery/Survival, Evasion, Resistance and Escape (PR/SERE) training in accordance with USFK Reg 525-40, Personnel Recovery

(Continued)

Table B-1 (Cont)

SOFA Contract Clause

Procedures and USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(r) Mortuary affairs. Mortuary affairs for contractor personnel who die while providing support in the theater of operations to U.S. Armed Forces will be handled in accordance with DOD Directive 1300.22, Mortuary Affairs Policy and Army Regulation 638-2, Care and Disposition of Remains and Disposition of Personal Effects.

(s) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(End of Clause)

Contingency Conditions Clause

CONTINUANCE OF PERFORMANCE DURING ANY STATE OF EMERGENCY IN THE REPUBLIC OF KOREA (ROK)

Invited Contractor (IC) and Technical Representative (TR) status shall be governed by the U.S.-ROK Status of Forces Agreement (SOFA) as implemented by United States Forces Korea (USFK) Reg 700-19, which can be found under the “publications” tab on the US Forces Korea homepage <http://www.usfk.mil>

(a) Definitions. As used in this clause—

“U.S. – ROK Status of Forces Agreement” (SOFA) means the Mutual Defense Treaty between the Republic of Korea and the U.S. of America, Regarding Facilities and Areas and the Status of U.S. Armed Forces in the Republic of Korea, as amended

“Combatant Commander” means the commander of a unified or specified combatant command established in accordance with 10 U.S.C. 161. In Korea, the Combatant Commander is the Commander, United States Pacific Command.

“United States Forces Korea” (USFK) means the subordinate unified command through which US forces would be sent to the Combined Forces Command fighting components.

COMUSK means the commander of all U.S. forces present in Korea. In the Republic of Korea, COMUSK also serves as Commander, Combined Forces Command (CDR CFC) and Commander, United Nations Command (CDR UNC).

“USFK, Assistant Chief of Staff, Acquisition Management” (USFK/FKAQ) means the principal staff office to USFK for all acquisition matters and administrator of the U.S.-ROK SOFA as applied to US and Third Country contractors under the Invited Contractor (IC) and Technical Representative (TR) Program (USFK Reg 700-19).

“Responsible Officer” (RO) means A senior DOD employee (such as a military E5 and above or civilian GS-7 and above), appointed by the USFK Sponsoring Agency (SA), who is directly responsible for determining and administering appropriate logistics support for IC/TRs during contract performance in the ROK.

“Theater of operations” means an area defined by the combatant commander for the conduct or support of specified operations.

“Uniform Code of Military Justice” means 10 U.S.C. Chapter 47

(b) General.

(1) This clause applies when contractor personnel deploy with or otherwise provide support in the theater of operations (specifically, the Korean Theater of Operations) to U.S. military forces deployed/located outside the United States in—

(Continued)

Table B-2 (Cont)

Contingency Conditions Clause

(i) Contingency operations;

(ii) Humanitarian or peacekeeping operations; or

(iii) Other military operations or exercises designated by the Combatant Commander.

(2) Contract performance in support of U.S. military forces may require work in dangerous or austere conditions. The Contractor accepts the risks associated with required contract performance in such operations. □The contractor will require all its employees to acknowledge in writing that they understand the danger, stress, physical hardships and field living conditions that are possible if the employee deploys in support of military operations.

(3) Contractor personnel are not combatants and shall not undertake any role that would jeopardize their status. Contractor personnel shall not use force or otherwise directly participate in acts likely to cause actual harm to enemy armed forces.

(c) Support.

(1) Unless the terms and conditions of this contract place the responsibility with another party, the COMUSK will develop a security plan to provide protection, through military means, of Contractor personnel engaged in the theater of operations when sufficient or legitimate civilian authority does not exist.

(2)(i) All Contractor personnel engaged in the theater of operations are authorized resuscitative care, stabilization, hospitalization at level III military treatment facilities, and assistance with patient movement in emergencies where loss of life, limb, or eyesight could occur. Hospitalization will be limited to stabilization and short-term medical treatment with an emphasis on return to duty or placement in the patient movement system.

(ii) When the Government provides medical treatment or transportation of Contractor personnel to a selected civilian facility, the Contractor shall ensure that the Government is reimbursed for any costs associated with such treatment or transportation.

(iii) Medical or dental care beyond this standard is not authorized unless specified elsewhere in this contract.

(3) Unless specified elsewhere in this contract, the Contractor is responsible for all other support required for its personnel engaged in the theater of operations under this contract.

(d) Compliance with laws and regulations. The Contractor shall comply with, and shall ensure that its personnel supporting U.S Armed Forces in the Republic of Korea as specified in paragraph (b)(1) of this clause are familiar with and comply with, all applicable—

(1) United States, host country, and third country national laws;

(i) The Military Extraterritorial Jurisdiction Act may apply to contractor personnel if contractor personnel commit crimes outside the United States.

(Continued)

Table B-2 (Cont)

Contingency Conditions Clause

(ii) Under the War Crimes Act, United States citizens (including contractor personnel) who commit war crimes may be subject to federal criminal jurisdiction.

(iii) When Congress formally declares war, contractor personnel authorized to accompany the force may be subject to the Uniform Code of Military Justice.

(2) Treaties and international agreements;

(3) United States regulations, directives, instructions, policies, and procedures; and

(4) Orders, directives, and instructions issued by the COMUSK relating to force protection, security, health, safety, or relations and interaction with local nationals. Included in this list are force protection advisories, health advisories, area (i.e. "off-limits"), prostitution and human trafficking and curfew restrictions.

(e) Pre-deployment/departure requirements. The Contractor shall ensure that the following requirements are met prior to deploying/locating personnel in support of U.S. military forces in the Republic of Korea. Specific requirements for each category may be specified in the statement of work or elsewhere in the contract.

(1) All required security and background checks are complete and acceptable.

(2) All contractor personnel meet the minimum medical screening requirements and have received all required immunizations as specified in the contract. In the Republic of Korea, all contractor employees subject to this clause shall comply with the same DoD immunization requirements applicable to Emergency Essential DoD civilians—INCLUDING ANTHRAX IMMUNIZATION. The Government will provide, at no cost to the Contractor, any Korean theater-specific immunizations and/or medications not available to the general public.

(3) Contractor personnel have all necessary passports, visas, and other documents required to enter and exit a theater of operations and have a Geneva Conventions identification card from the deployment center or CONUS personnel office—if, applicable.

(4) Country and theater clearance is obtained for contractor personnel. Clearance requirements are in DOD Directive 4500.54, Official Temporary Duty Abroad, DOD 4500.54-G, DOD Foreign Clearance Guide, and USFK Reg 1-40, United States Forces Korea Travel Clearance Guide. Contractor personnel are considered non-DOD personnel traveling under DOD sponsorship.

(f) Processing and departure points. Deployed contractor personnel shall—

(1) Under contingency conditions or under other conditions as specified by the Contracting Officer, process through the deployment center designated in the contract, prior to deploying. The deployment center will conduct deployment processing to ensure visibility and accountability of contractor personnel and to ensure that all deployment requirements are met;

(Continued)

Table B-2 (Cont)

Contingency Conditions Clause

(2) Use the point of departure and transportation mode directed by the Contracting Officer; and

(3) If processing through a deployment center, process through a Joint Reception Center (JRC) upon arrival at the deployed location. The JRC will validate personnel accountability, ensure that specific theater of operations entrance requirements are met, and brief contractor personnel on theater-specific policies and procedures.

(g) Personnel data list.

(1) The Contractor shall establish and maintain with the designated Government official a current list of all contractor personnel that deploy with or otherwise provide support in the theater of operations to U.S. military forces as specified in paragraph (b)(1) of this clause. The Synchronized Predeployment and Operational Tracker (SPOT) is the designated automated system to use for this effort. This accountability requirement is separate and distinct from the

personnel accountability requirement listed in the U.S–ROK SOFA’s Invited Contractor/Technical Representative Program (as promulgated in USFK Regulation 700-19).

(2) The Contractor shall ensure that all employees on the list have a current DD Form 93, Record of Emergency Data Card, on file with both the Contractor and the designated Government official.

(h) Contractor personnel.

(1) The Contracting Officer may direct the Contractor, at its own expense, to remove and replace any contractor personnel who jeopardize or interfere with mission accomplishment or who fail to comply with or violate applicable requirements of this clause. Contractors shall replace designated personnel within 72 hours, or at the Contracting Officer’s direction. Such action may be taken at the Government’s discretion without prejudice to its rights under any other provision of this contract, including the Termination for Default clause.

(2) The Contractor shall have a plan on file showing how the Contractor would replace employees who are unavailable for deployment or who need to be replaced during deployment. The Contractor shall keep this plan current and shall provide a copy to the Contracting Officer and USFK Sponsoring Agency (see USFK Reg 700-19) upon request. The plan shall—

(i) Identify all personnel who are subject to U.S. or Republic of Korea military mobilization;

(ii) Identify any exemptions thereto;

(iii) Detail how the position would be filled if the individual were mobilized; and

(iv) Identify all personnel who occupy a position that the Contracting Officer has designated as mission essential.

(i) Military clothing and protective equipment.

(Continued)

Table B-2 (Cont)

Contingency Conditions Clause

(1) Contractor personnel supporting a force deployed outside the United States as specified in paragraph (b)(1) of this clause are prohibited from wearing military clothing unless specifically authorized in writing by the COMUSK. If authorized to wear military clothing, contractor personnel must wear distinctive patches, arm bands, nametags, or headgear, in order to be distinguishable from military personnel, consistent with force protection measures and the Geneva Conventions.

(2) Contractor personnel may wear military-unique organizational clothing and individual equipment (OCIE) required for safety and security, such as ballistic, nuclear, biological, or chemical protective clothing.

(3) The deployment center, the Combatant Commander, or the Sponsoring Agency shall issue OCIE and shall provide training, if necessary, to ensure the safety and security of contractor personnel.

(4) The Contractor shall ensure that all issued OCIE is returned to the point of issue, unless otherwise directed by the Contracting Officer.

(j) Weapons.

(1) If the Contractor requests that its personnel performing in the theater of operations be authorized to carry weapons, the request shall be made through the Contracting Officer to the COMUSK. The COMUSK will determine whether to authorize in-theater contractor personnel to carry weapons and what weapons will be allowed.

(2) The Contractor shall ensure that its personnel who are authorized to carry weapons—

(i) Are adequately trained;

(ii) Are not barred from possession of a firearm by 18 U.S.C. 922; and

(iii) Adhere to all guidance and orders issued by the COMUSK regarding possession, use, safety, and accountability of weapons and ammunition.

(iv) The use of deadly force by persons subject to this clause shall be made only in self-defense, except:

(v) Persons subject to this clause who primarily provide private security are authorized to use deadly force only as defined in the terms and conditions of this contract in accordance with USFK regulations and policies (especially, USFK Regulation 190-50).

(vi) Liability for the use of any weapon by persons subject to this clause is solely the responsibility of the individual person and the contractor.

(3) Upon redeployment or revocation by the COMUSK of the Contractor's authorization to issue firearms, the Contractor shall ensure that all Government-issued weapons and unexpended ammunition are returned as directed by the Contracting Officer.

(Continued)

Table B-2 (Cont)

Contingency Conditions Clause

(k) Evacuation.

(1) In the event of a non-mandatory evacuation order, unless authorized in writing by the Contracting Officer, the Contractor shall maintain personnel on location sufficient to meet obligations under this contract.

(l) Theater Specific Training. Training Requirements for IC/TR personnel shall be conducted in accordance with USFK Reg 350-2 Theater Specific Required Training for all Arriving Personnel and Units Assigned to, Rotating to, or in Temporary Duty Status to USFK.

(m) USFK Responsible Officer (RO). The USFK appointed RO will ensure all IC/TR personnel complete all applicable training as outlined in this clause.

(n) Changes. In addition to the changes otherwise authorized by the Changes clause of this contract, the Contracting Officer may, at any time, by written order identified as a change order, make changes in Government-furnished facilities, equipment, material, services, or site. Any change order issued in accordance with this paragraph shall be subject to the provisions of the Changes clause of this contract.

(o) Subcontracts. The Contractor shall incorporate the substance of this clause, including this paragraph, in all subcontracts that require subcontractor personnel to be available to deploy with or otherwise provide support in the theater of operations to U.S. military forces deployed/stationed outside the United States in—

(1) Contingency operations;

(2) Humanitarian or peacekeeping operations; or

(3) Other military operations or exercises designated by the Combatant Commander.

(p) The Contracting Officer will discern any additional GFE, GFP or logistical support necessary to facilitate the performance of the enhanced requirement or necessary for the protection of contractor personnel. These items will be furnished to the Contractor at the sole discretion of the Contracting Officer and may be provided only on a reimbursable basis.

(End of clause)